



CITY COUNCIL AGENDA

NOTICE TO READERS: City Council meeting packets are prepared several days prior to the meetings. Timely action and short discussion on agenda items is reflective of Council's prior review of each issue with time, thought and analysis given.

Members of the audience are invited to speak at the Council meeting. Citizen Communication (Section 7) and Citizen Presentations (Section 12) are reserved for comments on any issues or items pertaining to City business except those for which a formal public hearing is scheduled under Section 10 when the Mayor will call for public testimony. Please limit comments to no more than 5 minutes duration except when addressing the City Council during Section 12 of the agenda.

1. Pledge of Allegiance
2. Roll Call
3. Consideration of Minutes of Preceding Meetings
4. Report of City Officials
 - A. City Manager's Report
5. City Council Comments
6. Presentations
 - A. Kids Day America / International Proclamation
7. Citizen Communication (5 minutes or less)

The "Consent Agenda" is a group of routine matters to be acted on with a single motion and vote. The Mayor will ask if any Council member wishes to remove an item for separate discussion. Items removed from the consent agenda will be considered immediately following adoption of the amended Consent Agenda.

8. Consent Agenda
 - A. 2007 Chipseal Project Award
 - B. 2007 Concrete Replacement Project Contract
 - C. 2007 Water Meter Replacement Program Contract
 - D. 2007 Storm Drainage Study – Engineering Contract
 - E. Public Service Company Water Delivery Agreement
 - F. Open-Cut Waterline and Sanitary Sewer Replacements Project Consultant Contract
 - G. IGA with Adams County for Additional Funding re 144th Avenue (Huron to Zuni Streets)
 - H. Contract Amendment for the Sale of a Parcel East of the Southeast Corner of 100th Avenue & Wadsworth Parkway
 - I. Second Reading Councillor's Bill No. 11 re CLUP Amendment for Crystal Lake Subdivision Filing No. 1
9. Appointments and Resignations
10. Public Hearings and Other New Business
 - A. Resolution No. 11 re Jefferson County Department of Health & Environment Designation as "Governing Body"
 - B. Resolution No. 12 re Residential Competition Service Commitment Award – Category B-1
 - C. Resolution No. 13 re Residential Competition Service Commitment Award – Category B-4
 - D. Councillor's Bill No. 12 re Restrictions on Gifts to City Officials and Employees
11. Old Business and Passage of Ordinances on Second Reading
12. Citizen Presentations (longer than 5 minutes), Miscellaneous Business, and Executive Session
 - A. City Council
13. Adjournment

WESTMINSTER ECONOMIC DEVELOPMENT AUTHORITY MEETING (separate agenda)

GENERAL PUBLIC HEARING PROCEDURES ON LAND USE MATTERS

- A.** The meeting shall be chaired by the Mayor or designated alternate. The hearing shall be conducted to provide for a reasonable opportunity for all interested parties to express themselves, as long as the testimony or evidence being given is reasonably related to the purpose of the public hearing. The Chair has the authority to limit debate to a reasonable length of time to be equal for both positions.
- B.** Any person wishing to speak other than the applicant will be required to fill out a “Request to Speak or Request to have Name Entered into the Record” form indicating whether they wish to comment during the public hearing or would like to have their name recorded as having an opinion on the public hearing issue. Any person speaking may be questioned by a member of Council or by appropriate members of City Staff.
- C.** The Chair shall rule upon all disputed matters of procedure, unless, on motion duly made, the Chair is overruled by a majority vote of Councillors present.
- D.** The ordinary rules of evidence shall not apply, and Council may receive petitions, exhibits and other relevant documents without formal identification or introduction.
- E.** When the number of persons wishing to speak threatens to unduly prolong the hearing, the Council may establish a time limit upon each speaker.
- F.** City Staff enters a copy of public notice as published in newspaper; all application documents for the proposed project and a copy of any other written documents that are an appropriate part of the public hearing record;
- G.** The property owner or representative(s) present slides and describe the nature of the request (maximum of 10 minutes);
- H.** Staff presents any additional clarification necessary and states the Planning Commission recommendation;
- I.** All testimony is received from the audience, in support, in opposition or asking questions. All questions will be directed through the Chair who will then direct the appropriate person to respond.
- J.** Final comments/rebuttal received from property owner;
- K.** Final comments from City Staff and Staff recommendation.
- L.** Public hearing is closed.
- M.** If final action is not to be taken on the same evening as the public hearing, the Chair will advise the audience when the matter will be considered. Councillors not present at the public hearing will be allowed to vote on the matter only if they listen to the tape recording of the public hearing prior to voting.

CITY OF WESTMINSTER, COLORADO
MINUTES OF THE CITY COUNCIL MEETING
HELD ON MONDAY, MARCH 12, 2007 AT 7:00 P.M.

PLEDGE OF ALLEGIANCE

Mayor McNally led the Council, Staff, and audience in the Pledge of Allegiance.

ROLL CALL

Mayor McNally, Mayor Pro Tem Kauffman and Councillors Dittman, Kaiser, Major, and Price were present at roll call. Councillor Lindsey was absent and excused due to attendance at the National League of Cities Conference in Washington, DC. J. Brent McFall, City Manager, Jane Greenfield, Assistant City Attorney, and Linda Yeager, City Clerk, also were present.

CONSIDERATION OF MINUTES

Councillor Major moved, seconded by Dittman, to approve the minutes of the regular meeting of February 26, 2007, as written and presented. The motion passed unanimously.

CITY MANAGER'S REPORT

Mr. McFall announced that, as reflected on the agenda, the City Council would immediately reconvene as the Westminster Economic Development Authority Board of Commissioners following adjournment of this meeting.

CITY COUNCIL COMMENTS

Councillors Major, Price, and Kaiser reported having met with Colorado's elected representatives, as well as other elected officials from throughout the nation, during a trip the week before to Washington, DC for the National League of Cities Conference. The opportunities to discuss local issues with federal legislators, to take a transit-oriented development tour in the Washington, DC area, and to exchange information with elected officials from other municipalities had been educational and beneficial. Councillors were grateful for the opportunity to attend.

PRESENTATIONS

On behalf of Mayor McNally, Councillors, and Staff, Councillor Kaiser presented the Kids Day America/International proclamation to Drs. R. J. Gelinis and Michelle Matheson. Kids Day America/International would be held on May 19 for the purpose of educating families and the community about health, safety and environmental issues that affected everyone. Dr. Gelinis invited the community to participate in activities planned at I Get It Chiropractic.

CITIZENS COMMENT

Jane Fancher, 7260 Lamar, spoke in opposition to the Council's adoption of Councillor's Bill No. 12 (agenda item 10D) concerning restrictions on gifts to City officials and employees in lieu of adhering to Amendment 41, which had been passed by state electors in November 2006. Even though the opportunity for home rule municipalities to opt out of compliance with Amendment 41 existed, she asked Council to reconsider.

CONSENT AGENDA

The following items were submitted for Council's consideration on the consent agenda: based on the recommendation of the City Manager, determined that the public interest would best be served by awarding a contract to A-1 Chipseal Company as the sole source contractor, and authorized the City Manager to execute a contract for 2007 with options for two additional one-year renewals (2008 and 2009) for a Chipseal Project in

the amount of \$1,198,505 with a contingency of \$12,000; authorize the City Manager to execute a contract for 2007 with options for two additional one-year renewals (2008 and 2009) for concrete replacement to the low bidder, Keene Concrete, Inc., in the amount of \$1,265,564 and authorize a contingency of \$60,898; based on recommendation of the City Manager, determined that the public interest would best be served by negotiated purchases from National Meter & Automation, Inc. and authorized the City Manager to enter into contracts with that firm for 400 meter sets for new residential meter sets together with 500 transponders and 250 meter bodies in the amount of \$128,125, large meter parts and hydrant meters in the amount of \$27,864, purchase and installation of 20,750 - 5/8" x 3/4" residential meters and transponders, 50 - 3/4" meters and transponders, 275 - 1" meters and transponders, 2700 residential transponder exchanges and 375 transponders in various sizes in the amount of \$4,040,372, and a \$70,261 contingency for purchase of additional equipment and supplies that might be necessary for the meter conversion project; authority for the City Manager to sign a design contract with Muller Engineering Company, Inc. for the 2007 Storm Drainage Study in an amount up to \$117,000 and authorize a \$3,000 contingency; authority for the City Manager to sign an agreement with the Public Service Company (PSCo) whereby PSCo would agree that water released from its reservoirs in the upper Clear Creek basin to satisfy certain winter return flow obligations to the South Platte River can be delivered to the City at the Croke Canal headgate on Clear Creek; based on recommendation of the City Manager, determined that the public interest would best be served by accepting the proposal of Merrick & Company and authorized the City Manager to execute a \$253,038 contract with said firm to provide engineering design and construction administration services for waterline and sanitary sewer replacements of the existing water distribution and wastewater collection systems with a ten percent contingency of \$25,304; authority for the City Manager to execute an intergovernmental agreement (IGA) with Adams County regarding funding, phasing and contract administration of the proposed 144th Avenue (Huron to Zuni Streets) preliminary corridor design study project; authorize amendment of the existing contract to buy and sell real estate with Church Ranch Crossing, LLC to reflect the price of land to be \$4.50 per square foot (\$635,755.50) and authorized the City Manager to execute all documents necessary to complete the closing of the transaction; and final passage of Councillor's Bill No. 11 approving a Comprehensive Land Use Plan amendment for Crystal Lake Subdivision Filing No. 1 for Block 2, Lot 1 changing the designation from Private Parks/Open Space to R-3.5 Residential.

Mayor McNally asked if Councillors wished to remove any items from the consent agenda for discussion purposes or separate vote. There was no request. It was moved by Councillor Dittman and seconded by Councillor Major to approve the consent agenda as presented. The motion passed unanimously.

RESOLUTION NO. 11 RE METH LAB CLEANUP "GOVERNING BODY" DESIGNATION

Councillor Price moved to adopt Resolution No. 11, Series 2007, designating the Jefferson County Department of Health and Environment as the "governing body," west of Sheridan Boulevard within the corporate limits, for administration of regulations regarding methamphetamine laboratory cleanup pursuant to C.R.S. Title 25, Section 18.5. Councillor Kaiser seconded the motion and inquired about the identical authority for the City's Adams County properties. Mr. McFall advised that Tri-County Health provided the service in Adams County and had not requested formalization of that authority from the City. At roll call, the motion passed unanimously.

RESOLUTION NO. 12 RE B-1 RESIDENTIAL COMPETITION SERVICE COMMITMENT AWARDS

Upon a motion by Councillor Major, seconded by Councillor Price, the Council voted unanimously at roll call to adopt Resolution No. 12, Series 2007, awarding Category B-1 Service Commitments to the 144th Avenue Estates and Country Club Highlands East single-family detached projects.

RESOLUTION NO. 13 RE B-4 RESIDENTIAL COMPETITION SERVICE COMMITMENT AWARDS

It was moved by Councillor Major, seconded by Councillor Price, to adopt Resolution No. 13, Series 2007, awarding Category B-4 Service Commitments to the Pillar of Fire traditional mixed use neighborhood development. The motion passed unanimously on roll call vote.

COUNCILLOR'S BILL NO. 12 RE RESTRICTIONS ON GIFTS TO CITY OFFICIALS AND EMPLOYEES

It was moved by Councillor Dittman and seconded by Mayor Pro Tem Kauffman to adopt on first reading Councillor's Bill No. 12 concerning restrictions on gifts to City officials and employees.

Council members responded to earlier citizen comment concerning the City's decision to opt out of Amendment 41 provisions. Unlike the language in Amendment 41, the provisions of Councillor's Bill No. 12 were clearly worded and the penalties for violating provisions of the bill were more punitive. The electorates' decision was not being ignored, diminished or trivialized. Council members supported adoption of the proposed bill in lieu of the vague provisions of Amendment 41, which were being legally challenged for clarity. At Councillor Kaiser's request, Mr. McFall commented on provisions concerning substantial value, unintended consequences, and penalties.

At roll call, the motion passed unanimously.

CITIZEN PARTICIPATION

Jane Fancher, 7260 Lamar, referenced Councillor's Bill No. 12 and questioned comments that violations would be heard in Municipal Court. Amendment 41 required the creation of an Ethics Commission to handle violations and the Councillor's Bill contained no such provision. Mr. McFall directed Ms. Fancher to Section 1-33-1 (C) of the bill where it said that violations of the City's law would be criminal offenses punishable by fine, imprisonment, or both as provided in Section 1-8-1 of the W.M.C. Such violations were cited into Municipal Court.

ADJOURNMENT

There was no further business to come before the City Council, and the Mayor adjourned the meeting at 7:32 p.m.

ATTEST:

Mayor

City Clerk



Agenda Item 6 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 12, 2007

SUBJECT: Proclamation re Kids Day America/International on May 19, 2007

Prepared By: Mary Joy Barajas, Executive Secretary

Recommended City Council Action

Councillor Mark Kaiser will present a proclamation to Dr. RJ Gelinas of I Get It Chiropractic, who is the official chiropractic office representing the 13th Annual “Kids Day America/International” on Saturday, May 19, 2007.

Summary Statement

- “Kids Day America/International” is a special day set aside to address health, safety and environmental issues that affect everyone as individuals and as a community.
- This event was founded for the purpose of educating families and the communities about these important social concerns.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

None identified

Alternative

None identified

Background Information

Over 2,000 communities have participated in this event and over 3 million children and their families have enjoyed this day throughout the world. With the help and support of thousands of local police/sheriffs offices, fire departments, dentists, and photographers who volunteer their time, millions of children have completed their own Child Safety ID cards. This event is free to the community and this year's event will benefit Kids' Pages Care, a local charity.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

WHEREAS, the Health and well-being of children is our responsibility;
and,

WHEREAS, the Safety of our children is a significant concern for parents,
community leaders, and health care givers; and,

WHEREAS, the Environmental welfare is of universal concern and
deserves the utmost attention; and,

WHEREAS, if started in childhood, proper Health, Safety, and
Environmental habits can be maintained for a lifetime, producing a valued member
of society, and enhancing our community.

**NOW, THEREFORE, I, Nancy McNally, Mayor of the City of
Westminster, Colorado, on behalf of the entire City Council and Staff, do
hereby proclaim the 19th of May, 2007 as**

“Kids Day America / International”

in Westminster and urge that this day be dedicated to the efforts of Doctors of
Chiropractic in helping educate all citizens on the importance of Health, Safety,
and Environmental issues affecting our community.

Signed this 12th day of March, 2007

Nancy McNally, Mayor



Agenda Item 8 A

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: 2007 Chipseal Project Award

Prepared By: Dave Cantu, Contract Maintenance Supervisor
Ray Porter, Street Operations Division Manager

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest will best be served by awarding a contract to A-1 Chipseal Company as the sole source contractor. Authorize the City Manager to execute a contract for 2007 with options for two additional one-year renewals (2008 and 2009) for a Chipseal Project to A-1 Chipseal Company in the amount of \$1,198,505 and authorize a contingency of \$12,000.

Summary Statement

- City Council approved adequate funds for this expense in the 2007 Department of Public Works and Utilities, Street Operations Division Operating budget and General Capital Improvement Fund.
- City Staff negotiated project costs with A-1 Chipseal Company for 26,192 square yards of conventional chipseal to be applied on six Westminster collector streets and another 265,735 square yards of 7/8" thick double bonded hot applied chipseal overlay on nine arterial and collector streets (see location list).
- As proposed, annual contract renewals for 2008 and 2009 will require agreement by both parties and any unit cost price adjustments will be based on Consumer Price Index for All Urban Consumers.
- A-1 Chipseal has successfully completed chipseal projects in the City of Westminster for the past ten years (1997 – 2006), as the sole source for this product. There are only two chipseal contractors in Colorado, and only A-1 does work in the metro area. Prices are consistent with those of other Front Range cities.
- 2007 negotiated unit prices for the combined hot applied and conventional chipseal will increase 13% and 17%, respectively, over the 2006 negotiated price due primarily to the escalating costs for oil.
- 2007 project includes major streets such as 80th Avenue from City limit east of Federal Boulevard to Sheridan Boulevard; 108th Avenue from Dover Street to Simms Street, and Huron Street from 120th Avenue to 128th Avenue.

Expenditure Required: \$ 1,210,505

Source of Funds: Street Division Operating Budget (\$710,505)
General Capital Improvement Fund
- Arterial Roadway Resurfacing (\$500,000)

Policy Issue

Should the City accept the negotiated costs with A-1 Chipseal Company and authorize negotiations for 2008 and 2009 chipseal work?

Alternatives

1. Bid the chipseal work with the annual Asphalt Pavement Rehabilitation Project.
 - Costs would increase by an estimated 15% due to the fact that both the general contractor and sub-contractor will calculate profit into the project.
 - A-1 Chipseal Company would ultimately be the sub-contractor performing the work. A-1 Chipseal Company has been and remains the sole contractor in the metropolitan area for chipseal construction. An advantage would be that only one contract would be necessary, which would reduce administrative time; however, this alternative is not recommended by Staff due to the anticipated additional costs.
2. Resurface the conventional chipseal streets with a thin 1” overlay of hot-mix asphalt (HMA). Staff does not recommend this alternative for the following reasons:
 - With this alternative, the cost would double and the added strength of the pavement structure would be similar to conventional chipseal.
 - The pavement’s flexibility would not increase as it does with the chipseal.

Background Information

The 2007 Chipseal Project represents a total of 41.47 lane miles of pavement surface improvements to 15 street segments throughout the City of Westminster through a combination of two processes; double bonded hot applied chipseal resurfacing and conventional single process chipseal.

The double bonded hot applied chipseal resurfacing will be applied on nine major roadways, totaling 37.75 lane miles of improvements. The extended pavement life is 8 – 10 years for the double chipseal resurfacing application on major roadways. The double bonded hot applied chipseal overlay price of \$3.99 per square yard represents an increase of 13% from the 2006 price. There are only two chipseal contractors in Colorado, and only A-1 does work in the metro area. Prices are consistent with those of other Front Range cities.

The conventional single process chipseal will be applied to 3.72 lane miles of collector roadways at 6 locations throughout the city. The life expectancy of these collector roadways will be extended 8 – 10 years with this economical process. The conventional chipseal unit price of \$1.78 per square yard increased 17% from the 2006 price.

The contract sum for renewal periods 2008 and 2009 shall be negotiated and agreed to by both parties. Any unit price cost adjustment shall not exceed the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index for All Urban Consumers.

In an effort to respond to citizen concerns, Staff will again be sending a letter to affected residents explaining the process of the chipseal application and what to expect during the curing period. Special attention will be given to consistent and timely inspection during the construction process and sweeping will be scheduled the day after the chipseal is applied. Once sweeping is done, a fogseal will be applied over the surface to seal loose rock from the top down. The fogseal finish has upgraded the quality of construction and has been done successfully for the past 14 years.

The contractor, A-1 Chipseal Company, has successfully completed chipseal projects over the past ten years in Westminster and the cities of Denver, Aurora, Frederick, Lakewood, Arvada, Golden, Northglenn, Loveland, Estes Park, Adams County, Douglas County, Jefferson County, Elbert County, and the Colorado Department of Transportation (CDOT). A-1 Chipseal’s owner has been in the business since 1981 and the City of Westminster has been chipsealing City streets since 1976.

The combined Chipseal project is recommended by Staff after each street segment was carefully analyzed through the computerized Pavement Management process. Through this careful analytical process it was determined that the preventative maintenance strategies outlined in this memorandum continue to be the most cost effective.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

LOCATION LIST

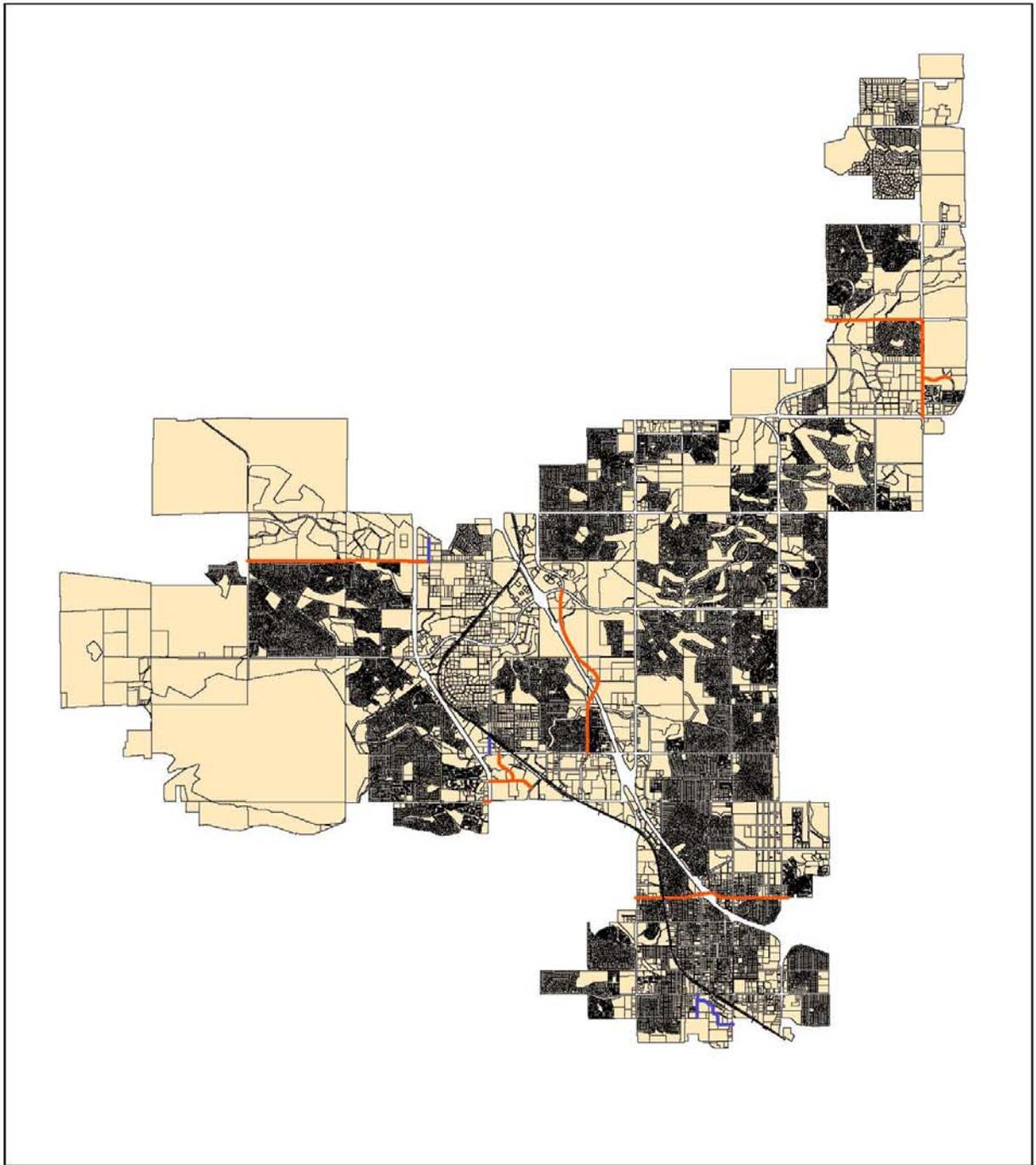
Chipseal

1. Dover St, 108th Ave to North End.
2. Raleigh St, 72nd Ave to 70th Ave.
3. Elk Dr, Osceola St to Raleigh St.
4. Osceola St, 69th Pl to Elk Dr.
5. 69th Pl, Lowell Blvd to Elk Dr.
6. Wadsworth Blvd, 92nd Ave north to the Railroad Tracks.

HAC Overlay

1. 90th Ave, Pierce St to Wadsworth Pkwy.
2. Vance St, 90th Ave to 92nd Ave.
3. 128th Ave, Huron St to Zuni St.
4. Huron St, 120th Ave to 128th Ave.(CIP)
5. 123rd Ave, Huron St to Bannock St.
6. 80th Ave, Sheridan Blvd east to city limits.(CIP)
7. Westminster Blvd, 92nd Ave to 104th Ave.(CIP)
8. 108th Ave, Simms St to Dover St.
9. 88th Ave, Wadsworth Pkwy to 300 ft West.

2007 Chipseal Locations



- Legend**
- +— Railroad
 - Street Cut Fees**
 - REHABTYPE**
 - Hot Applied Chipseal
 - Chipseal



1 inch equals 1 miles



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: 2007 Concrete Replacement Project Contract

Prepared By: Dave Cantu, Contract Maintenance Supervisor
Ray Porter, Street Operations Manager

Recommended City Council Action

Authorize the City Manager to execute a contract for 2007 with options for two additional one-year renewals (2008 and 2009) for concrete replacement to the low bidder, Keene Concrete, Inc., in the amount of \$1,265,564 and authorize a contingency of \$60,898 for a total project budget of \$1,326,462.

Summary Statement

- City Council action is requested to award the bid for the 2007 Concrete Replacement Project.
- As proposed, annual contract renewals for 2008 and 2009 will require agreement by both parties and any unit price cost adjustments will be based on Consumer Price Index for All Urban Consumers.
- City Council approved funds for this expense in the 2007 Department of Public Works and Utilities, Street Operations Division budget to replace over 27,800 linear feet of deteriorated curbs, gutters, sidewalks, crosspans and curb ramps.
- Concrete replacement will be done on 181 streets earmarked for reconstruction, resurfacing or sealcoating scheduled for 2007 and 2008, City Hall courtyard/delivery drive ramp and at thirteen City facility parking lots.
- Westminster also included concrete replacement bid quantities for Adams County School Districts #12 and #50 at various school sites. The School Districts' portion of this bid is not reflected in the \$1,265,564 City award and will be administered by each respective entity.
- Also included in this year's bid is a Utilities Field Operations expenditure of \$47,595 for curb, gutter and sidewalk replacement required during water main replacement and repair on an as needed basis throughout the year.
- Formal bids were solicited in accordance with City bidding requirements for the 2007 Concrete Replacement Project. Requests for proposals were sent to twelve contractors with five responding.
- The low bidder, Keene Concrete, Inc., meets all of the City bid requirements and has successfully completed similar projects in Westminster and the Denver Metro Area during the past six years, including Westminster's 2006 project.

Expenditure Required: \$1,326,462

Source of Funds: Street Operations Division Operating Budget - \$1,060,930
 Utilities Field Operations Budget - \$47,595
 General Capital Improvement Fund:
 City facilities parking lot maintenance program - \$17,937
 City Hall courtyard (\$165,000) and delivery drive (\$35,000) renovation program - \$200,000

Policy Issue

Should this bid be awarded to the low bidder, Keene Concrete, Inc., for the replacement of concrete curbs, gutters and sidewalks as specified in the contract documents for this project, and authorize negotiations for 2008 and 2009 concrete replacement work?

Alternative

The City could chose to not replace concrete on streets earmarked for reconstruction, resurfacing or sealcoating, in which case:

1. Available dollars for asphalt work could increase by \$1,000,000;
2. The asphalt improvements would not realize full life expectancy, due to accelerated deterioration where damaged gutters are left;
3. Concrete replacement requested by citizens would increase.

Staff does not recommend this alternative due to the negative impacts it may have on the City’s overall street program.

Background Information

City Council approved funds in the 2007 Street Operations Division budget to replace 27,800 linear feet of deteriorated curbs, gutters, sidewalks, crosspans and curb ramps at 181 locations earmarked for street reconstruction, resurfacing or sealcoating.

Work planned for the City Hall courtyard and delivery drive includes removal and replacement of deteriorated steps, concrete panels and brick banding. Replacement of concrete panels is expected to match the existing color. Replacement of brick banding is anticipated to be stamped colored concrete matching the look and texture of brick. This improvement will enhance the overall appearance of the courtyard and minimize damage to bricks and concrete due to the regular freeze-thaw cycle that currently plagues the courtyard.

Westminster also included concrete replacement bid quantities for Adams County School Districts #12 and #50 at various school sites. The School Districts’ portion of this bid is not reflected in the \$1,265,564 City award and will be administered by each respective entity.

The contract sum for renewal periods 2008 and 2009 shall be negotiated and agreed to by both parties. Any unit price cost adjustment shall not exceed the annual percent of change of the Denver-Boulder-Greeley Consumer Price Index for all Urban Consumers. Staff will examine concrete pricing in 2008 and 2009, and if prices have dropped to any substantial degree in either of these years the contract will be re-bid.

The following sealed bids were received:

1. Keene Concrete, Inc.	\$1,265,564
2. Stackholm Development & Construction	\$1,287,836
3. Thoutt Bros. Concrete Co.	\$1,481,075
4. Concrete Express Inc.	\$1,586,366
5. Concrete Works of Colorado	\$1,698,672

City Staff Estimate	\$1,425,288
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The cost allocation breakdown for this project is as follows:

Street Operations Division Operating Budget	\$1,000,032
Utilities Field Operations Operating Budget	\$ 47,595
City Facility Parking Lots CIP Budget	\$ 17,937
City Hall courtyard and delivery drive ramp renovation CIP budget	\$ 200,000
Project contingency	<u>\$ 60,898</u>
TOTAL	<u>\$1,326,462</u>

Respectfully submitted,

J. Brent McFall, City Manager
Attachment

City Facility 2007 Location List

Sealcoat

1. Bowles House (asphalt parking lot)
2. Squires Park
3. Ranch Park
4. Westminster T-Ball Complex
5. Old Parks Facility (72nd and Osceola)
6. Skyline Vista Park
7. Lukas School Park
8. Heritage Golf Course
9. West View Recreation Center
10. Fire Station #2

Concrete Maintenance

1. City Hall (courtyard/service entrance – resealing and caulking)
2. Public Safety Building (courtyard – resealing and caulking)
3. Fire Station #5 (concrete driveway and parking lot – resealing and caulking)



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: 2007 Water Meter Replacement Program Contract

Prepared By: Richard A. Clark, Utilities Operations Manager

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest will best be served by negotiated purchases from National Meter & Automation, Inc. and to authorize the City Manager to enter into contracts with National Meter & Automation, Inc. (NMAI) for the following:

- Purchase of 400 meter sets for new residential construction in 2007, along with 500 transponders and 250 meter bodies for attrition replacements in the amount of \$128,125.
- Purchase \$27,864 in large meter parts and hydrant meters.
- Purchase and install 20,750 - 5/8 x 3/4 inch residential meters and transponders, 50 - 3/4 inch meters and transponders, 275 - 1 inch meters and transponders, 2,700 residential transponder exchanges and 375 transponders in various sizes; in the amount of \$4,040,372.
- Authorize a \$70,261 contingency to this contract for purchase of additional equipment and supplies that may be necessary for the meter conversion project.

Summary Statement

- The recommendation for a negotiated purchase from National Meter & Automation, Inc. is due to the fact that the Badger Orion meter system is a proprietary item and only available from Badger Meter Company through their authorized local distributor, National Meter & Automation, Inc. (NMAI).
- The Utilities Division anticipates replacement of meters and transponders in 129 meter routes totaling 23,775 meters, along with 400 new construction meter sets and additional transponders and meter bodies. The agreement with NMAI requires them to return all replaced meter bodies and selected newer TRACE transponder units to the City for possible salvage and reuse within the remainder of the system. Equipment with sufficient remaining useful life will be reused elsewhere in the system to support the TRACE system until it is completely phased out.
- City Council authorized adequate funding in the 2007 Utility Fund Capital and Operating Budget for these expenditures.

Expenditure Required: \$4,266,622

Sources of Funding: 2007 Utility Fund Capital Improvement Project-Meter Replacements
2007 Utilities Division Operating Budget

Policy Issue

Should the Utilities Division utilize budgeted 2007 CIP Account funds, along with 2007 Utilities Division Operating account funding, to enter into a negotiated contract with National Meter & Automation, Inc. (NMAI) to furnish and install residential and commercial meters and transponders, and provide additional meter sets and related equipment for the meter replacement program?

Alternatives

One option is to only purchase the meters and transponders for these replacements and perform the installation with in-house staff. This is not recommended as this would lead to delays in the tasks currently being undertaken by City staff. The current level of failures within the system, along with the routine operational tasks takes up staff's available hours.

A second option is to acquire a different meter system and transponder system. However, the equipment would not interchange with the installed base of Badger meters. Operating a mix of two different manufacturers would require the City to inventory spare parts and material for both systems, which would not be cost effective and is not recommended.

Background Information

In 1994-1996, the City of Westminster undertook a water meter retrofit program for the entire City. All residential water meters were retrofitted with Badger Meter's TRACE radio frequency transponders, which enabled the meter to be read remotely. In 2000-2002, all of the remaining commercial meters were converted to Badger meters and the entire commercial meter inventory fitted with TRACE transponders as well. Many of the residential meters are now at least 10 years old or older and are failing. The residential meters cannot be serviced cost effectively and require replacement. Commercial meters can be cost effectively maintained, with testing and component replacement on a routine basis.

Badger Meter announced the end of the availability of all TRACE transponder equipment, effective June 2007. Currently, any material in inventory will be offered for sale, but Badger is not restocking any of the TRACE equipment. The meters themselves have not changed and remain Badger's current product line. Because of the City's substantial investment in Badger meters and the associated technology, Staff recommends continuing with Badger products.

During 2005, Staff undertook an evaluation of new technology in transponders and last year began installing the new Badger Orion transponder. To date, several thousand Orion transponders have been successfully installed throughout the City, with good results. These transponders are guaranteed for 10 years and use the same reading software (CONNECT) as the older TRACE system. Continuing use of the software eliminates any conversion issues with the utility billing software system. The Orion transponders are read with a standard laptop computer with a special data radio that receives the readings. This is a much more simple system than the dedicated hardware used with the TRACE meters.

Orion transponders are now required on all new meters installed in the City. All new subdivisions are being installed with Orion transponders. The contract proposed with this memorandum will replace all of the residential meters in the City that are not currently Orion system meters with the exception of nine routes, which have very low failure rates for their existing meters. The existing TRACE system meters will be retained in those routes until they have reached the end of their useful lives. The TRACE equipment on hand will be kept and used to maintain these remaining TRACE areas.

Staff has undertaken a survey of Front Range communities to determine if the pricing for this project is consistent with the general marketplace. Finding direct comparisons for the same scope of work or quantity of meters is not possible, as every project is specified and purchased under different conditions. Prices for the same meter/transponder set range from \$156 to \$169, with the total quantity purchased being the controlling factor. The City's price as proposed with this purchase for the meter/transponder is \$153.75. The installation portion also varies, based on where the meters are located, but the general range

is between \$15.00 for a pit set meter and \$37.50 for a meter set inside the home. Our price for the installation alone is \$15.00, the lowest found in the marketplace.

This contract will not provide for any work or material for the City's commercial routes. These routes will be retained using the TRACE system and will be converted, over time, to the ORION system by City staff as part of the routine maintenance testing and repair of commercial meters. The contract also provides that 2,700 accounts with meter bodies that are less than 3 years old will receive only new Orion transponders, with the meter bodies themselves remaining in service. The contract further includes providing 375 transponders of various sizes for non-residential accounts within the 129 routes being changed to the Orion system. These transponders will be installed by City personnel as the retrofit contract progresses. This will allow the entire route to be converted to the Orion system and eliminate the need to use both sets of meter reading equipment within a single route.

A small contingency amount (\$70,261) is requested for this contract in order to address any unforeseen needs that arise during the contract execution.

This investment should insure that the accuracy of the City's water metering equipment remains high and accurate, and that timely, accurate utility bills can be rendered to our customers.

Respectfully Submitted,

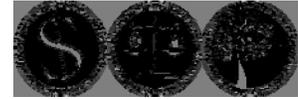
J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: 2007 Storm Drainage Study – Engineering Contract

Prepared By: John Burke, Senior Engineer

Recommended City Council Action

Authorize the City Manager to sign a design contract with Muller Engineering Company, Inc. for the 2007 Storm Drainage Study in an amount up to \$117,000 and authorize a \$3,000 contingency.

Summary Statement:

- This drainage study is a follow up item to Councillor’s Bill No. 58, passed on October 9, 2006, that proposed an increase in the stormwater utility fee from \$1.50 per 3,100 square feet of impervious area to \$3.00 per 3,100 square feet of impervious area beginning January 1, 2008. This study will assist City Staff in prioritizing projects that mitigate the greatest risk of flooding and determining the associated cost estimates and schedule to complete these projects.
- A request for proposals was sent to 13 qualified engineering firms, and five of those firms submitted proposals. City Staff has reviewed the proposals and, based upon the qualifications and thoroughness of the proposal, Muller Engineering Company, Inc. is the selected consultant for the 2007 Storm Drainage Study.
- Once the study is completed, this item will be scheduled for City Council discussion at a study session in July or August.
- Funds for this study and contingency are available in the Storm Water Utility Fund.

Expenditure Required: \$120,000

Source of Funds: Storm Water Utility Fund

Policy Issue

Should the City proceed with the 2007 Storm Drainage Study?

Alternatives

Alternatives include postponing or abandoning the 2007 study, however, it would be extremely helpful to Staff to have the benefit of this technical assistance in prioritizing future storm drainage improvement projects. For this reason, the postponement or abandonment alternatives are not recommended.

Background Information

Since the inception of the City of Westminster’s Stormwater Utility, the City has maintained the National Pollutant Discharge Elimination System (NPDES) permit through the State of Colorado, performed maintenance activities on a variety of drainageways, trained City Staff on environmental issues, created the reusable grocery bag (green bag) campaign, created the hard-to-recycle guide, funded the household hazardous waste pickup program and designed and constructed more than 25 drainage improvement projects.

The 2007 Storm Drainage Study will provide a review of the existing major storm drainage infrastructure, identify which storm drainage projects need to be implemented, prioritize these projects, prepare cost estimates and predict a schedule for the completion of those prioritized projects. Additionally, this study will develop an annual maintenance schedule and associated costs that will be linked to the City’s Geographic Information System (GIS) database.

Staff advertised a Request for Proposals and received five responses from local engineering consultants. Of these five, three firms were short listed for further consideration based on qualifications, scope of work to be provided for the stipulated maximum fee and adherence to the City’s schedule. Those three firms and their associated fee proposals are as follows:

Mueller Engineering Company	\$117,000
ASCG Incorporated	\$119,900
ICON Engineering, Inc.	\$151,367

A detailed review of the proposals by City Staff concluded with the recommendation that the firm of Muller Engineering Company, Inc. be awarded the contract for this storm drainage study. The proposal submitted by Muller Engineering showed a thorough understanding of the project and the highest value to the City for the stipulated fee amount.

In addition, authorization is sought for \$3,000 project contingency to address issues that may not have been identified at this time. This brings the total project budget to \$120,000.

Respectfully submitted,

J. Brent McFall
City Manager

WATER DELIVERY AGREEMENT

This Water Delivery Agreement (the "Agreement") is made on this ___ day of March, 2007, between the City of Westminster, a Colorado home rule city ("Westminster") and the Public Service Company of Colorado, a Colorado corporation, (d.b.a. Xcel Energy), ("PSCo").

RECITALS

A. Westminster owns and operates a municipal water utility system for the benefit of its citizens and water users, and in this capacity, owns and uses certain decreed water rights in its municipal system. The fully consumable return flows from Westminster's water rights, following use of such rights in Westminster's municipal system, accrue to the South Platte River and can be credited against other consumptive uses. Westminster is capable of releasing (1) certain of its decreed water rights prior to use in the Westminster municipal system, and (2) fully consumable municipal return flows to the South Platte River basin at a variety of points between the current outfall of the Metropolitan Wastewater Reclamation Plant and the confluence of Big Dry Creek and the South Platte River.

B. Westminster is an owner of shares of stock in the Farmers Reservoir and Irrigation Company, Standley Lake Division ("FRICO"). In addition, Westminster is a party to an agreement with FRICO known as the "Four Way Agreement", which sets forth certain independent carriage rights in the Croke Canal and storage rights in Standley Lake held by Westminster. As both a shareholder in FRICO and as the owner of independent storage space in Standley Lake, Westminster diverts water at the Croke Canal headgate and beneficially uses the same within Westminster's municipal water supply system. In most years, from approximately November 1 to March 31, the Croke Canal diverts the entirety of the flow in Clear Creek at its headgate. For purposes of this Agreement only, the term "Non-Irrigation Season" shall mean November 1 to March 31 of each year.

C. At the present time, the Croke Canal headgate on Clear Creek does not have an augmentation station facilitating the passage of water around the Croke Canal diversion dam in Clear Creek. As indicated above, all Clear Creek flows at said diversion dam are routinely diverted into the Croke Canal during the Non-Irrigation Season. As a matter of historical practice during the Non-Irrigation Season, the Croke Canal diversion dam is set to take into account the diurnal fluctuation of flows in Clear Creek in order to capture all of the flows in Clear Creek. Given the fluctuation in Clear Creek flows during the Non-Irrigation Season, it is currently impractical to set the level of the Croke Canal diversion dam to pass relatively small amounts of water on a real time basis.

D. PSCo owns and operates certain reservoirs in the Clear Creek Basin upstream of the Croke Canal headgate on Clear Creek. These reservoirs are known as Clear Lake Reservoir, Murray Reservoir, Green Lake, Lower Cabin Creek Reservoir, and Silver Dollar Reservoir ("the Clear Creek Reservoirs"). PSCo desires to make releases from said reservoirs in the Non-Irrigation Season, in part, to satisfy certain return flow obligations on the South Platte River

mainstem. Water stored in the Clear Creek Reservoirs is fully consumable and may be used and reused to extinction.

E. PSCo has a number of decreed and pending water rights cases that identify water stored in the Clear Creek Reservoirs as a source of water to satisfy certain winter return flow obligations to the South Platte River. These cases include, but are not limited to, the following: 95CW277 (entered October 21, 1999), 91CW5 (entered May 17, 1994), 95CW156 (entered March 24, 1997), 02CW54 (pending), 02CW55 (pending), 02CW154(A) (entered January 3, 2005), and 02CW154(B) (entered August 10, 2006) (the "PSCo Change Cases"). In these cases, Westminster has asserted that PSCo's attempts to pass water by the Croke Canal headgate in the Non-Irrigation Season potentially causes injury to Westminster's water rights.

F. The parties enter into this Agreement to maintain PSCo's ability to use releases from its Clear Creek Reservoirs during the Non-Irrigation Season for the purpose of satisfying South Platte winter return flow obligations, without changing the Non-Irrigation Season operational practices of the Croke Canal diversion dam and headgate.

AGREEMENT

In consideration of the mutual promises, rights and obligations contained herein, the parties agree as follows:

1. Subject to the terms and conditions of this Agreement, fully consumable water physically released by PSCo from the Clear Creek Reservoirs during the Non-Irrigation Season of each year and physically delivered to Westminster at the Croke Canal headgate on Clear Creek may be diverted by Westminster for use in its municipal water supply system. Westminster may store such water in its independent Standley Lake Reservoir storage account for later release, or use the water for direct purposes in connection with the operation of Westminster's municipal water supply system. Contemporaneously with the delivery of PSCo's fully consumable water to Westminster at the Croke Canal headgate, Westminster shall physically release or otherwise make available an equal amount of fully consumable water to PSCo at the following locations, or combinations thereof:

A. The outfall of the wastewater treatment plant of Metro Wastewater District Number 1, or its successor entity, the location of which shall be at the current location of the outfall or, subject to the geographic limits described below in subparagraph 1(F), any subsequent location of the outfall of the Metro Wastewater District Number 1, or its successor entity;

B. The outfall of Westminster's Big Dry Creek Wastewater Treatment Plant, the location of which shall be at the current location of the outfall or, subject to the geographic limits described below in subparagraph (1)F, any subsequent location of the Big Dry Creek Wastewater Treatment Plant;

- C. The outlet from Wattenberg Lake, now being constructed near Wattenberg, Colorado;
- D. The outlets from Jim Baker Reservoir and/or West Gravel Lake near Clear Creek;
- E. The outlet of Standley Lake; and/or,
- F. Any other location where now, or in the future, Westminster may be able to deliver consumptive use creditable water to Clear Creek, at or below the Croke Canal headgate; to Big Dry Creek, at or below the Standley Lake outfall; and/or to the South Platte River, at or above its confluence with Big Dry Creek.

2. The parties acknowledge and agree that Westminster shall have the sole right and discretion to determine which locations identified above, or any combinations thereof, to use for delivery purposes; provided, however that Westminster's delivery of water to meet the purposes of this Agreement shall be upstream of the calling South Platte River water right. Upon Westminster's delivery at the locations identified above, PSCo shall bear all losses, including, but not limited to transit losses or evaporative losses, from the point of Westminster's delivery to the point of PSCo's uses. Westminster may, in its sole discretion, make deliveries from any source of water it wishes so long as the water delivered is fully consumable. Upon Westminster's delivery of water to PSCo, PSCo shall have the right to use and reuse any delivered water to extinction.

3. Water released by PSCo from the Clear Creek Reservoirs and delivered to Westminster at the Croke Canal headgate pursuant to this Agreement shall be subject to the following limitations, terms and conditions:

A. The total amount of water that may be released by PSCo from the Clear Creek Reservoirs and delivered to Westminster on an annual basis from November 1 to March 31, pursuant to the terms of this Agreement, shall be no more than 590 acre feet. PSCo may deliver lesser amounts within its sole discretion. The parties may revise this upper annual limit in the future by mutual written agreement.

B. PSCo shall annually notify Westminster by October 15th of each year of its anticipated releases from the Clear Creek Reservoirs for the upcoming Non-Irrigation Season. PSCo's annual notification shall indicate the total amount of water to be released and delivered during the Non-Irrigation Season, as well as a monthly estimate of the volume of water to be released from the Clear Creek Reservoirs and delivered at the Croke Canal headgate. PSCo shall promptly notify Westminster of any changes in its anticipated delivery schedule, shall maintain accounting of its actual releases on a monthly basis, and shall, without delay, provide such accounting to Westminster. Subject to the annual maximum of 590 acre feet, the annual amount of releases from PSCo's Clear Creek Reservoirs, if any, shall be solely determined by PSCo.

C. PSCo shall use best efforts to make its delivery rate as constant as possible so that the monthly volume of water that is released from the Clear Creek Reservoirs and delivered to the Croke Canal headgate is delivered at a relatively constant rate throughout each month. In no event, however, shall PSCo's rate of delivery at the Croke Canal headgate exceed 5 c.f.s.

D. Only fully consumable, raw water released from the Clear Creek Reservoirs may be the source of water delivered by PSCo to Westminster under this Agreement. Effluent from an upstream municipal or industrial wastewater treatment facility may not be the source of water delivered by PSCo under this Agreement. Westminster acknowledges and agrees that PSCo will beneficially use its fully consumable water for power generation purposes before delivering it to Westminster at the Croke Canal headgate. Westminster further acknowledges and agrees that water used by PSCo for power generation purposes in connection with its Clear Creek Reservoir facilities does not constitute "effluent" under the terms of this Agreement.

E. PSCo shall bear all transit losses for water released from the Clear Creek Reservoirs and delivered at the Croke Canal headgate, as determined and assessed by the Division Engineer, or as mutually agreed among the parties. Upon delivery of fully consumable water by PSCo at the Croke Canal headgate, Westminster shall bear all subsequent transit losses associated with the delivery of water into Westminster's municipal water supply system.

F. The delivery of water from the Clear Creek Reservoirs contemplated herein shall only occur during the Non-Irrigation Season, as that term is defined in this Agreement.

G. PSCo shall have full and complete discretion to determine the specific reservoirs from which to make releases pursuant to this Agreement. Nothing in this Agreement shall be construed as limiting or otherwise affecting PSCo's ability to discontinue the use of any particular reservoir.

4. Westminster's release of fully consumable water shall be subject to the following limitations, terms and conditions:

A. For each acre foot of fully consumable water physically delivered by PSCo to Westminster at the Croke Canal headgate during the Non-Irrigation Season, Westminster shall promptly physically deliver to PSCo an equal amount of fully consumable water in accordance with the terms of this Agreement.

B. Westminster will prepare and maintain monthly accounting identifying the daily amount and location of fully consumable water deliveries to PSCo under this Agreement. Westminster will, without delay, provide copies of said accounting to PSCo on a monthly basis.

5. The parties acknowledge and agree that this Agreement contemplates the delivery of fully consumable water sources between the parties. It is not anticipated that any additional

water court filing confirming this arrangement will be necessary. To the extent that any such filing becomes necessary in the future, the parties agree to fully cooperate with each other to obtain any necessary court or agency approval, and each party will bear their own costs in any such proceeding.

6. It is recognized that one of the sources of delivery of water to PSCo by Westminster is contemplated to be lawfully discharged, treated, municipal effluent. Westminster may, in its sole discretion, also utilize fully consumable, raw water released from its system to satisfy delivery obligations. Neither party has made any guarantee or representation as to the quality of water delivered hereunder, except that to the extent that treated municipal effluent released directly from a wastewater treatment plant is utilized to satisfy Westminster's delivery obligations, any such treated municipal effluent released directly from a wastewater treatment plant will be discharged in accordance with the limits and terms of wastewater discharge permits maintained by Westminster and/or Metro, except that short term upsets in the quality of effluent discharges or effluent discharges pursuant to a compliance schedule are expressly excluded from this requirement. To the extent that deliveries are made by releases of fully consumable water from the Clear Creek Reservoirs or fully consumable raw water released by Westminster, there is no guarantee or representation as to the quality of water delivered hereunder. Neither party has made any representation or warranties regarding the quality of or fitness for any use of the water delivered hereunder. Both parties acknowledge and agree that the water delivered pursuant to this Agreement is delivered on an "as-is" basis.

7. The term of this Agreement shall be ten years from the date it is executed by the parties. This Agreement shall automatically renew for an additional ten years upon the expiration date, and upon successive expiration dates, unless one of the parties provides written notice to the other party at least one month in advance of such expiration date that the party does not intend to renew the Agreement. In the event that one party provides such notice, this Agreement shall terminate at the end of the then-current ten year term. The obligations set forth herein shall run against any successor or assignee of the either party. Westminster may assign its delivery obligations under this Agreement in its sole discretion, so long as there is no change in the location of deliveries set forth in paragraphs 1.A through F, above or the obligations with respect to the amount of deliveries set forth in paragraphs 3.A through B, above.

8. So long as this Agreement is in place, Westminster agrees it will not assert that PSCo is required to bear the burden and expense of passing water by the Croke Canal headgate in the Non-Irrigation Season. Moreover, so long as this Agreement is in place and applicable to any pending or subsequent PSCo Water Court application, or PSCo Substitute Supply Plan, filed while this Agreement is in effect, Westminster will not assert that attempts to pass PSCo's water released from Clear Creek Reservoir during the Non-Irrigation Season over or around the Croke Canal headgate and diversion structure causes injury to Westminster's water rights. Similarly, PSCo agrees it will not assert that an augmentation station must be constructed at Westminster's or FRICO's expense at the Croke Canal headgate.

9. This Agreement may be terminated by mutual written agreement of the parties; by order of a court of competent jurisdiction; or unilaterally by the relevant party under the following circumstances:

A. PSCo may terminate this Agreement at its sole option if Westminster takes physical deliveries of PSCo's fully consumable water at the Croke Canal headgate, but fails to make physical deliveries to PSCo as required under this Agreement, following written notice of said failure and Westminster's failure to cure within 10 business days of receipt of notice;

B. Westminster may terminate this Agreement at its sole option if, in the future, an augmentation station is constructed, (or other means of physically bypassing water is implemented), at the Croke Canal headgate that would allow the bypass of PSCo releases from the Clear Creek Reservoirs around the Croke Canal diversion structure during the Non-Irrigation Season.

10. If PSCo provides written notice of its intent to not renew this Agreement pursuant to Paragraph 7, above, and PSCo is operationally and legally able to deliver water from the Clear Creek Reservoirs to Clear Creek downstream of the Croke Canal diversion structure pursuant to any of the decrees entered in the PSCo Change Cases (including any amendments to those decrees), PSCo shall, prior to the expiration of the Agreement, be obligated to accomplish one of the following requirements:

A. Construct, at PSCo's expense, an augmentation structure to pass its water around the Croke Canal diversion structure on Clear Creek; or

B. Obtain the contractual right to utilize a then-existing augmentation structure to pass its water around the Croke Canal diversion structure on Clear Creek; or

C. Make other arrangements for the passage of its water around the Croke Canal diversion structure that does not cause a change or otherwise impact the Non-Irrigation Season operational practices of the Croke Canal diversion dam and headgate.

PSCo's termination of the Agreement under this provision shall not take effect until such time as PSCo accomplishes one of the requirements set forth above.

11. If Westminster provides written notice of its intent not to renew this Agreement pursuant to Paragraph 7, above, or if the Agreement is terminated pursuant to Paragraph 9, above, PSCo shall have no obligation to satisfy the requirements of subparagraphs 10.A, B or C, above.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to be given and effective when delivered by e-mail, facsimile, or hand delivery, or by Express Mail, Federal Express, or like service, or on the third mail delivery day after it is

deposited to the United States mail, postage prepaid by certified or registered mail, return receipt requested, addressed to the parties as follows:

To PSCo: Water Coordinator
Public Service Company of Colorado
4653 Table Mtn. Drive
Golden, CO 80403
Facsimile: (720) 497-2084

To Westminster: Director of Public Works and Utilities
City of Westminster
4800 West 92nd Avenue
Westminster, Colorado 80031
Facsimile: (303) 706-3927

13. Except as otherwise specified herein, a default shall be deemed to have occurred if either party breaches its obligations hereunder and fails to cure such breach within 30 days of written notice from the non-breaching party specifying the breach. Waiver or failure to give notice of the particular default or defaults shall not be construed as acquiescence to any continuing or subsequent default. The parties hereto shall have all remedies available at law and in equity. In any such action, however, damages shall be limited to actual damages for the cost of lost water under the Agreement. No other damages, including, but not limited to, consequential, exemplary, special or punitive damages, may be recovered under this Agreement. In any action for breach of this Agreement, the prevailing party shall be entitled to recover its costs and fees, including reasonable attorney's fees.

14. This Agreement represents the entire agreement of the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral with respect to the mutual delivery of fully consumable water contemplated herein.

15. This Agreement may only be amended in writing by the mutual agreement of the undersigned parties, or their successors and assigns.

16. Each of the persons executing this Agreement on behalf of the parties hereto, covenants and warrants that he or she is fully authorized to execute this Agreement on behalf of the party he or she represents.

This agreement is made as of the above date.

CITY OF WESTMINSTER

By _____
J. Brent McFall
City Manager

ATTEST:

City Clerk

(SEAL)

**PUBLIC SERVICE COMPANY OF
COLORADO**

By _____
Louis P. Matis, Vice President, Operations and
Safety

STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this ___ day of _____,
2007, by Louis P. Matis as Vice President, Operations and Safety, of Public Service Company of
Colorado.

Witness my hand and official seal.

My commission expires:_____.

Notary Public



Agenda Item 8 E

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: Public Service Company Water Delivery Agreement

Prepared By: Josh Nims, Senior Water Resources Engineer
Mike Happe, Water Resources and Treatment Manager

Recommended City Council Action

Authorize the City Manager to sign an agreement with the Public Service Company (“PSCo”) where PSCo agrees that water released from its reservoirs in the upper Clear Creek basin to satisfy certain winter return flow obligations to the South Platte River can be delivered to the City of Westminster (“Westminster”) at the Croke Canal headgate on Clear Creek.

Summary Statement

- PSCo (d/b/a Xcel Energy, Inc.) owns and operates certain reservoirs in the Clear Creek basin upstream of the Croke Canal headgate on Clear Creek.
- PSCo desires to make releases from their Clear Creek reservoirs in the non-irrigation season (November 1 to March 31) to satisfy certain return flow obligations on the South Platte River.
- Westminster diverts water from Clear Creek at the Croke Canal headgate, and, in most years, the Croke Canal diverts the entirety of flows in Clear Creek during the non-irrigation season.
- At the present time, PSCo’s non-irrigation releases for return flow requirements cannot be passed around the Croke Canal diversion dam to the South Platte mainstem without causing potential injury to Westminster’s water rights.
- PSCo and Westminster have agreed to operate an exchange whereby PSCo’s winter reservoir releases for return flow requirements to the South Platte will instead be delivered to Westminster at the Croke Canal, and Westminster will meet PSCo’s return flow requirements to the South Platte River with alternate sources, primarily effluent releases from the Big Dry Creek Wastewater Treatment Facility and the Metro Wastewater Reclamation District.
- Executing this Agreement will serve the dual public purpose of satisfying PSCo’s return flow obligations and protecting the non-irrigation season operations of the Croke Canal.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Should Westminster City Council authorize the City Manager to execute an agreement with Public Service Company?

Alternative

The City could choose not to execute the agreement, and potentially address any claims of injury through the litigation process in Water Court.

Background Information

Public Service Company (d/b/a Xcel Energy, Inc.) owns and operates certain reservoirs in the Clear Creek basin upstream of the Croke Canal headgate on Clear Creek. Public Service Company (PSCo) has a number of decreed and pending water rights cases that identify water stored in these reservoirs as a source of water to satisfy certain winter return flow obligations to the South Platte River. In these cases, City of Westminster (“Westminster”) has asserted that PSCo’s attempts to pass water by the Croke Canal headgate in the non-irrigation season (approximately November 1 to March 31) potentially causes injury to Westminster’s water rights.

As both a shareholder in Farmers Reservoir and Irrigation Company (“FRICO”) and as the owner of independent storage space in Standley Lake, Westminster diverts water at the Croke Canal headgate. In most years, during the non-irrigation season, the Croke Canal diverts the entirety of the flow in Clear Creek at its headgate. At the present time, the Croke Canal headgate on Clear Creek does not have a way of facilitating the passage of water around the Croke Canal diversion dam in Clear Creek. Given the daily and hourly fluctuation in Clear Creek flows during the non-irrigation season, it is currently impractical to set the level of the Croke Canal diversion dam to pass relatively small amounts of water on a real time basis. In light of this daily and hourly fluctuation in Clear Creek flow levels, attempts to pass relatively small amounts of water around the Croke Canal diversion dam could potentially injure Westminster’s water rights by allowing too much water to pass over the Croke Canal diversion dam. Westminster asserts it is PSCo’s obligation to prevent injury to Westminster’s water rights. PSCo asserts it is Westminster’s obligation to construct appropriate structures to allow the passage of water over the Croke Canal diversion dam.

In an attempt to resolve this dispute on favorable terms to both parties, Staff has negotiated a proposed Agreement with the PSCo where PSCo agrees that water released from its reservoirs in the upper Clear Creek basin to satisfy certain winter return flow obligations to the South Platte River can be delivered to Westminster at the Croke Canal headgate on Clear Creek. Contemporaneously Westminster will provide an equal amount of fully consumable water from alternate sources to satisfy PSCo’s South Platte winter return flow obligations.

The total amount of water that may be released by PSCo from the Clear Creek Reservoirs and delivered to Westminster on an annual basis from November 1 to March 31 shall be no more than an upper annual limit of 590 acre feet. Water stored in the PSCo reservoirs is fully consumable and may be used and reused to extinction. PSCo shall annually notify Westminster by October 15 of each year of its anticipated releases from the Clear Creek Reservoirs for the upcoming non-irrigation season.

Westminster shall physically release or otherwise make available an equal amount of fully consumable water to PSCo. Westminster may satisfy its delivery obligations from any source of water so long as the water delivered is fully consumable. Westminster shall have maximum flexibility of delivery sources and locations, including the use of effluent and/or raw water as a source. Westminster’s primary source of water to satisfy PSCo’s return flow obligations will likely be fully consumable effluent from either the Big Dry Creek Wastewater Treatment Facility or the Metro Wastewater Reclamation District. Westminster will prepare and maintain monthly accounting, identifying the daily amount and location of fully consumable water deliveries to PSCo.

The Agreement includes an initial term of 10 years, followed by automatically renewing 10-year terms. Additional termination provisions have been added to the Agreement to address issues that might arise should PSCo choose to simply not renew the Agreement in the future. In addition, the Agreement may be terminated in the future by mutual agreement, or, at Westminster's sole option, in the event a physical solution for passing relatively small amounts of water is constructed in the future. In the meantime, Westminster would have the benefit of diverting PSCo's water at the Croke Canal headgate in the winter months for its own use and returning water for PSCo's use to the South Platte River. Staff views the Agreement as providing a net benefit to both the City and PSCo. Westminster will divert high quality water at the Croke Canal headgate in the upper portions of the City's water supply system and, in return, provides municipal effluent or raw water from the lower portions of the City's water supply system downstream of the Croke Canal headgate to satisfy PSCo's South Platte River return flow obligations. A potential dispute in Water Court regarding injury to Westminster's Croke Canal water rights is addressed through a negotiated Agreement.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: Open-Cut Waterline and Sanitary Sewer Replacements Project Consultant Contract

Prepared By: Stephanie Bleiker, PE, Senior Engineer
Abel Moreno, Capital Projects and Budget Manager

Recommended City Council Action

Based on the recommendation of the City Manager, determine that the public interest would best be served by accepting the proposal of Merrick & Company. Authorize the City Manager to execute a contract with Merrick & Company in the amount of \$253,038 to provide engineering design and construction administration services for waterline and sanitary sewer replacements of the existing water distribution and wastewater collection systems; and authorize a ten percent contingency of \$25,304, bringing the total cost to \$278,342.

Summary Statement

- Portions of the existing water distribution system as identified in the Utilities System Infrastructure Master Plan are vulnerable to pipe breakage. Many portions of the water distribution system are 25-50 years old. The pipe material is typically cast iron, and as such, it has deteriorated over time. In addition to replacing existing pipe, portions of the distribution system piping will be increased in size and more fire hydrants will be provided, consistent with the current City of Westminster Standards and Specifications for Public Improvements.
- In an effort to reduce the frequency with which the projects disrupt neighborhoods, Staff is including some sanitary sewer replacement work with the waterline replacement work. The portions of the wastewater collection system requiring replacement are located in Shaw Heights.
- A Request for Proposals was sent to six engineering firms who were pre-qualified by Staff to submit a proposal for this work. The City received proposals from five of the firms.
- After careful evaluation of the proposals and interviews with the top ranked firm, Staff recommends the award of the contract to Merrick & Company based on their understanding of the project scope, their prior experience with similar projects, their technical and administrative capabilities and their total man-hours and fee outlined in their proposal. Although Merrick & Company's proposal was the second lowest from the cost perspective, a careful review of consultant proposals led to the selection of the Merrick proposal as superior to others submitted.
- This contract includes engineering services to be provided through the design, bidding and construction administration phases. The scope of work for the construction phase services may be amended at a later time after the design is completed and a more accurate understanding of the construction duration and complexity is identified.
- The authorized design and construction project budget for the project is \$2,000,000. Initial estimates indicate that design and construction of the project could cost as much as 2.7 million dollars. Depending on design construction estimates, the construction work will be phased such that sections that exceed to current budget will be scheduled for 2008. However, Engineering design phase services for all three (3) sections will be scheduled for the 2007 fiscal year.

Expenditure Required: \$278,342
Source of Funds: Utility Fund Capital Improvement Funds -
Open-Cut Water Line Replacements Project

Policy Issue

Should the City authorize a contract with Merrick & Company to allow the City to move forward with a more aggressive waterline and sanitary sewer line replacement program?

Alternative

The City could choose not to approve the Contract, and either place the project on hold, or solicit other engineering proposals to execute the work. This is not recommended since it would delay the replacement of water distribution and sanitary sewer collection systems that currently require frequent maintenance work. The timing of the project is also well suited for the City's Street Operations pavement replacement plan. Another option is to award the contract to one of the other four engineering firms that the City accepted proposals from. This is not recommended since Staff believes that Merrick & Company provided the most qualified technical proposal.

Background Information

The Utility System Infrastructure Master Plan, conducted by URS Corporation, along with the City's history of water distribution system pipe breaks identifies portions of the existing distribution system requiring waterline replacement. Those areas generally lie in three regions. They are:

1. The Shaw Heights area
2. The area between 72nd Avenue and 69th Avenue in the general vicinity of Utica Street in the vicinity of the Lakeview Estates and Hidden Lake Subdivisions
3. The southwest portion of the Countryside Subdivision

The Shaw Heights waterlines listed for replacement are generally identified as the most critical waterline replacement work. Portions of the existing water distribution system in this area are 50-years old. Some of the new waterlines will be of a larger diameter than the existing waterlines. More fire hydrants will also be provided, consistent with current design standards.

The sanitary sewer replacement work in the Shaw Heights area is necessary due to the age of the system. In some sections the capacity of the wastewater collection system is insufficient. Portions of the sanitary sewer system will be re-aligned to reduce the potential for impacting an existing school playground and residential property when future maintenance work is required. As noted earlier, the sanitary sewer work planned for the Shaw Heights Subdivision was included with this project to reduce the frequency of disturbance to the neighborhood.

The Lakeview Estates / Hidden Lake Subdivisions were identified as the next highest priority for waterline replacement and improvement work. Portions of the existing waterline distribution system in this area are 50-years old. The new replacement waterlines in this area will be of a larger diameter and some new waterlines will be installed for the purpose of improving the overall quality of the distribution network in the area. More fire hydrants will also be provided, consistent with current design standards.

The Countryside Subdivision waterline work is the next priority. The existing waterline distribution system in this area is approximately 25-years old. The waterline work in this subdivision has two purposes. One is to replace deteriorated pipe material, and the other is to provide a distribution system design that will support the future pressure zone 15 distribution system modifications. The Utilities System Infrastructure Master Plan recommended an additional pressure zone be provided in the portion of the Countryside Subdivision where the waterline replacement work will occur. Consistent with the future pressure zone and with current design standards, some of the existing pipe sizes will be increased and a few additional appurtenances will be included in this design. The waterlines marked for replacement in the Countryside Subdivision consist of cast iron pipe material. The new waterlines in this subdivision as well as the other subdivisions will consist of PVC pipe, which is expected to have a longer life than the cast iron pipe material.

The City sent out a Request for Proposal to six (6) Engineering firms. Five of the six Engineering firms responded with proposals. The Engineering firms are as follows:

Engineering Firm	Engineering Fee
Jacobson Satchell Consultants	\$234,810
Merrick & Company	\$253,038
IB Engineering Corporation	\$324,936
J & T Consulting, Inc.	\$328,200
The Engineering Company	\$342,836

These five firms were among those identified as being qualified for this type of design work. The short list of engineering firms qualified for this type of work was based on the review of 63 Engineering firms who submitted Statements of Qualification (SOQs) to the City for upcoming PWU CIP projects. They are generally categorized by engineering specialty.

After conducting thorough analysis of each of the proposals from the firms, Staff conducted a follow-up interview with Merrick & Company, whom Staff believed was most qualified to complete the project on time and within budget. The City is recommending Merrick & Company based upon their understanding of the project, project team, and engineering fee.

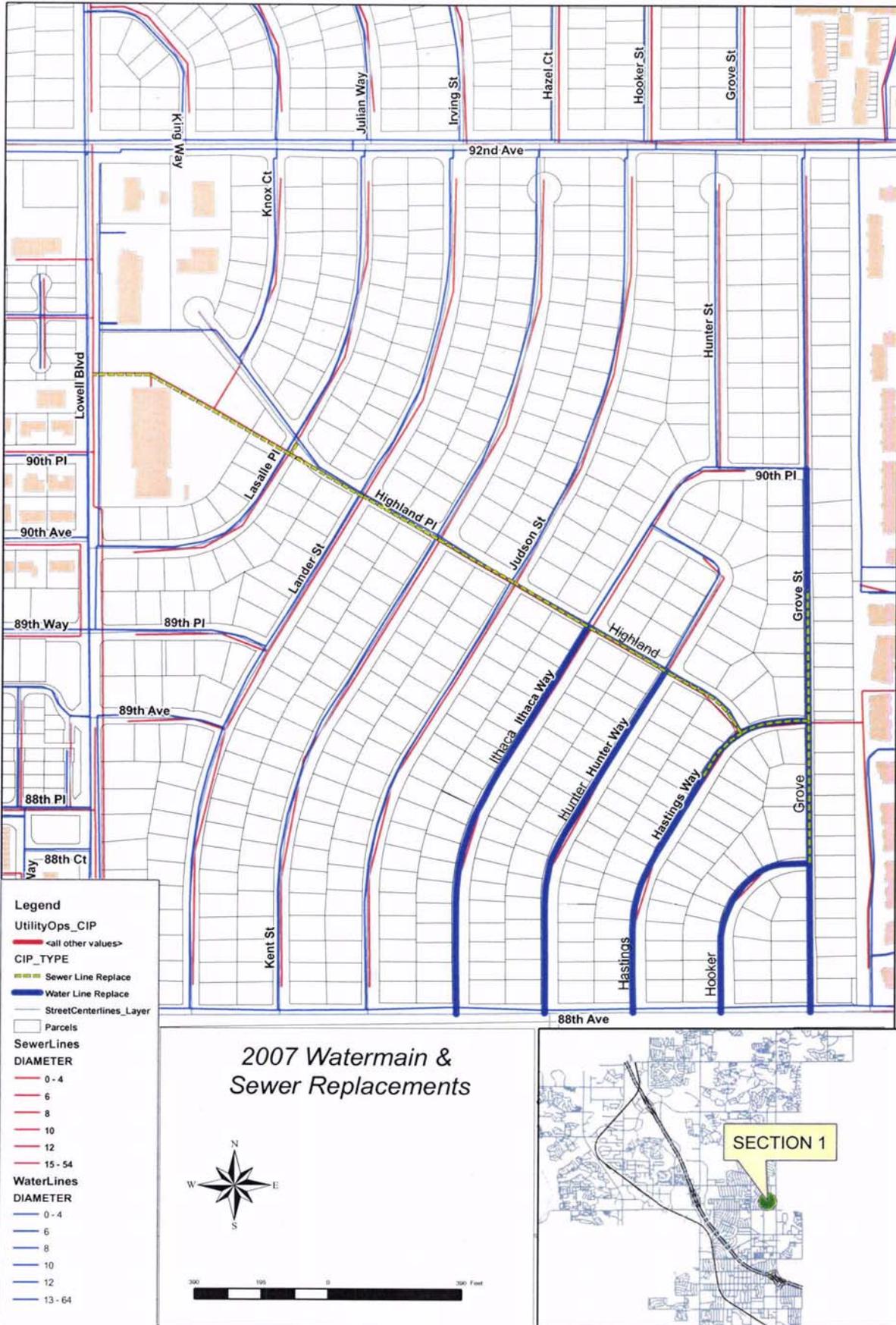
A preliminary estimate of the Construction Phase Engineering services, based on a five (5) month construction period, was included in Merrick & Company's fee. Due to some of the uncertainties associated with this project the City determined that it may be appropriate to renegotiate the final Construction Phase services after Merrick & Company has completed the design phase services. The following is a breakdown of Merrick & Company's cost proposal by phase:

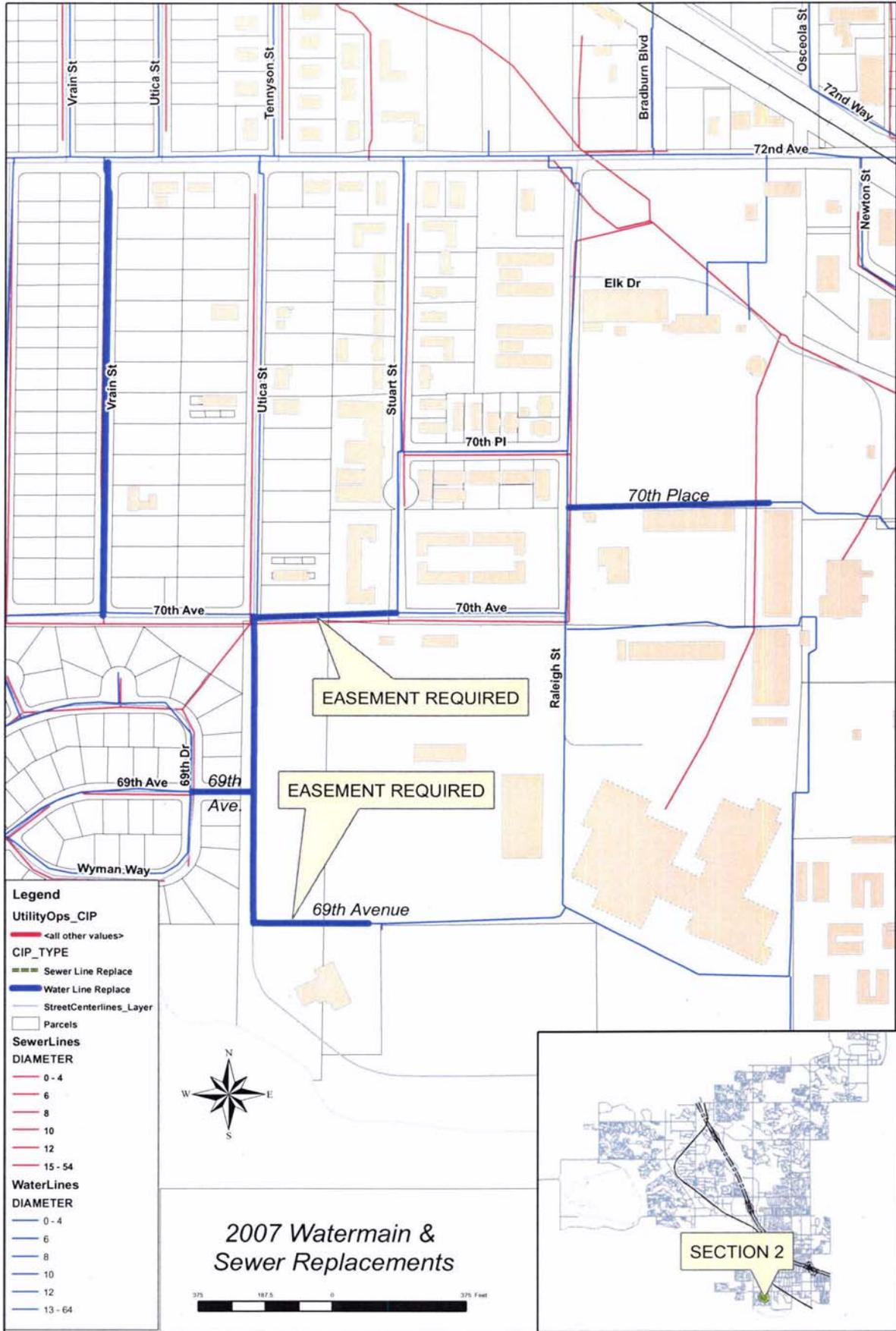
Design Phase Services:	\$124,408
Bidding Phase Services:	\$ 8,980
Construction Phase Services:	<u>\$119,650</u>
TOTAL	\$253,038

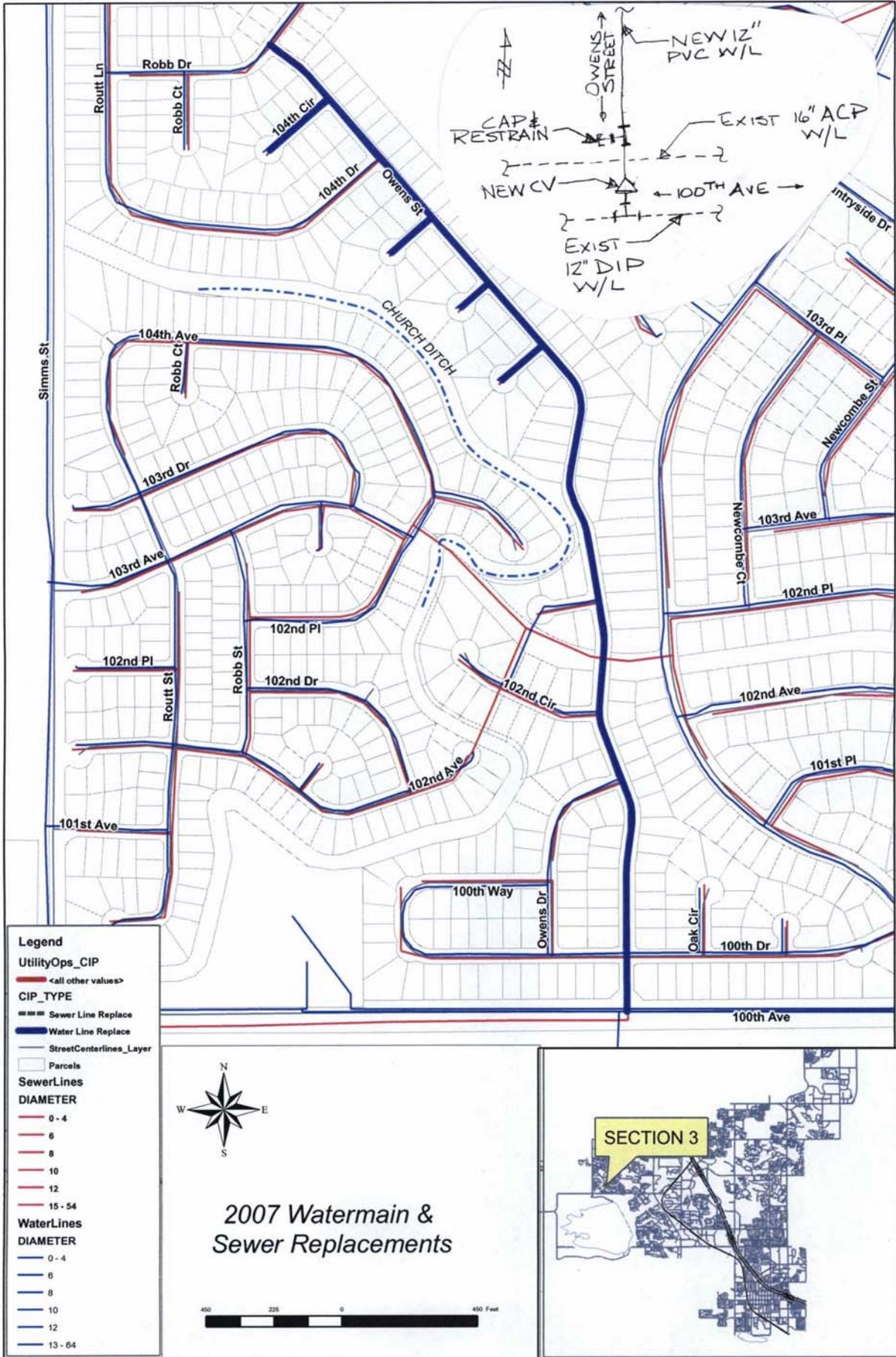
Respectfully submitted,

J. Brent McFall
City Manager

Attachments





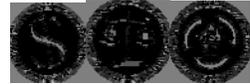




**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: Intergovernmental Agreement with Adams County for Additional Funding
re 144th Avenue (Huron to Zuni Streets)

Prepared By: Richard M. Kellogg, Jr., Senior Projects Engineer

Recommended City Council Action

Authorize the City Manager to execute an Intergovernmental Agreement (IGA) with Adams County regarding funding, phasing and contract administration of the proposed 144th Avenue (Huron to Zuni Streets) preliminary corridor design study project.

Summary Statement

- 144th Avenue provides access to The Orchard Town Center and other commercial centers located in the far northeastern portion of the City. The City Council directed Staff to begin an investigation of the improvements that will be needed along 144th Avenue in anticipation of future increased traffic. On January 22, 2007, Council authorized the execution of a contract with Felsburg, Holt & Ullevig in the amount of \$150,000 for this purpose.
- Many of the properties that abut this section of 144th Avenue are located within unincorporated Adams County. City Staff approached the County with a request for their participation in the study. Due to the timing of the City's request, the County could only contribute \$25,000 for the conceptual design effort.
- The proposed IGA provides for a contribution of \$25,000 from Adams County for the 144th Avenue preliminary design study. This money will supplement the \$150,000 of City funds that Council previously authorized for this study.
- Adams County has not made a commitment to supply additional funding for the design or the future construction of improvements to 144th Avenue. City Staff will continue to negotiate this matter with the County at the appropriate time. Notwithstanding the level of the County's participation in this project, City Staff believes that it is prudent to proceed with the planning and design of future roadway improvements to 144th Avenue. It is recommended that the City Council accept the County's offer to contribute \$25,000 toward the conceptual design effort by authorizing the City Manager to execute this IGA.
- These funds will be appropriated as part of the City's 1st quarter supplemental appropriations in April.

Expenditure Required: \$175,000

Source of Funds: General Capital Improvement Project Fund
– 144th Ave Widening Project (\$150,000)
Adams County (\$25,000)

Policy Issue

Should the City execute an Intergovernmental Agreement with Adams County for the preliminary corridor design study of the proposed 144th Avenue Huron to Zuni Streets improvement and widening project?

Alternative

City Council could decide not to execute this IGA with Adams County until the County commits to a higher level of financial contribution toward the preliminary design effort and/or the future construction of improvements to 144th Avenue. Staff agrees that a higher degree of participation by the County would be appropriate. However, it is anticipated that this matter would not be resolved quickly, and City Staff believes that it would be prudent to proceed with the preliminary design effort at this time. For that reason, it is recommended that the IGA be approved.

Background

The study area is located along 144th Avenue from a point approximately 810 feet west of Huron Street west to Zuni Street. The current roadway section is a two lane asphalt pavement with minimal shoulders on each side. With the recent construction of Huron Street north of 128th Avenue, the opening of the I-25/144th Avenue Interchange, the opening of 144th Avenue roadway widening between Washington Street and Huron Street and the continued expansion of The Orchard at Westminster, traffic flows are increasing along the corridor. Without the widening of 144th Avenue between Huron and Zuni Streets, a “bottleneck” or constriction of the flow of traffic will most likely occur. The preliminary design study effort will cover all aspects of reconstructing 144th Avenue to four-lane arterial standards including making appropriate accommodations for existing and future utilities and access. Major elements of this project include, at a minimum, data collection and the preparation of preliminary roadway plan and profile sheets, right-of-way/ownership plans and conceptual designs for all major crossing structures. The desire is to perform enough preliminary design to identify right-of-way needs, a budget level construction cost and design estimate and a document that can be moved forward into final design in the future.

If Council approves this IGA, Staff will be able to amend the preliminary engineering consultant contract to allow additional services to be performed. This would allow the preliminary corridor design to be completed during the third-quarter of 2007. Final design and construction, if Council chooses to proceed beyond the preliminary study, would be scheduled and budgeted in the future.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment – IGA between the City of Westminster and Adams County

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
WESTMINSTER AND ADAMS COUNTY FOR PRELIMINARY CORRIDOR DESIGN STUDY
OF WEST 144TH AVENUE**

This Intergovernmental Agreement (“IGA”) is entered into this ___ day of February, 2007 between the City of Westminster located at 4800 West 92nd Avenue, Westminster, CO 80031 (“Westminster”) and Adams County located at 450 S. 4th Street, Brighton, CO 80601 (“Adams County”) or collectively the (“Parties”) for the preliminary corridor design study of West 144th Avenue between Huron Street and Zuni Street.

WITNESSETH

WHEREAS, Westminster is in the process of advertising and selecting a design consultant to perform a corridor design study for West 144th Avenue between Huron and Zuni streets (the “Project”); and

WHEREAS, Westminster has requested that Adams County help fund the Project; and

WHEREAS, Adams County wishes to contribute funds to the Project in order to enhance traffic flow and safety in this portion of Adams County.

NOW THEREFORE in consideration of the promises and conditions contained herein the Parties hereto agree as follows:

1. Project

Westminster shall be solely responsible for awarding and administering the contract for the Project. Adams County’s participation in the Project shall be limited to contributing the below funds for this preliminary study phase. Adams County shall have no obligation whatsoever to assist Westminster with the actual construction of improvements to West 144th Avenue, unless the parties subsequently agree to share construction costs via separate intergovernmental agreement or an addendum to this IGA.

2. Project Funding

Adams County shall contribute twenty-five thousand dollars (\$25,000) towards the Project’s costs. Westminster shall be responsible for the remaining cost of the Project. Adams County’s sole contribution to the Project is payment of \$25,000. In no event shall Adams County be responsible for paying more than \$25,000 towards Project costs. Payment of Adams County’s funding shall be made within thirty days of the date this Agreement is fully executed.

3. Term of Agreement

This Agreement shall terminate upon completion of the Project.

4. Litigation

Because Adams County is not participating in the Project other than contributing funds, Westminster shall be solely responsible for any suits, demands, costs or actions at law resulting from its actions or omissions concerning the Project.

5. Integration and Amendment

This Agreement represents the entire Agreement among the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

6. Venue

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

7. Severability

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

8. Waiver

A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.

9. Paragraph Captions

The captions of the paragraphs are set forth only for the convenience and reference of the Cities and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

10. Governmental Immunity

The Parties acknowledge that each Party, their officers and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Parties, their officers, or employees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF WESTMINSTER

City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

ADAMS COUNTY, COLORADO

Chairman

ATTEST:

County Clerk

APPROVED AS TO FORM:

County Attorney



Agenda Item 8 H

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: Contract Amendment for the Sale of the 3.243 Acre Parcel East of the Southeast Corner of 100th Avenue and Wadsworth Parkway

Prepared By: Susan F. Grafton, Economic Development Manager

Recommended City Council Action

Authorize the amendment of the existing contract to buy and sell real estate with Church Ranch Crossing, LLC to reflect the price of land to be \$4.50 per square foot (\$635,755.50); and authorize the City Manager to execute all documents necessary to complete the closing of this transaction.

Summary Statement

- The property is located on the south side of Church Ranch Boulevard just east of Wadsworth Parkway.
- The property is a 3.243 acre remnant parcel acquired during right of way acquisition for the widening of Church Ranch Boulevard several years ago.
- Council agreed to sell the property at the February 13, 2006 Council meeting.
- Having completed the planning process, it is now understood that the offsite development costs to be borne by the developer are quite high for this site because of the unusual amount of road frontage, which has resulted in Staff's concurrence with reducing the price of the land.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the City reduce the price of the land from \$5.31/s.f. to \$4.50/s.f.?

Alternatives

1. Keep the price at \$5.31/s.f. Given the costs of developing this property, including \$300,000 in required City off-site improvements, this alternative would most likely result in the developer not closing on the property.
2. Do not sell the property. The property is a remnant parcel that serves no particular purpose for the City. The funds from this sale will assist the City in addressing other key capital improvement needs.

Background Information

Staff believes that the proposed reduction of the price from \$5.31 per square foot (\$750,000) to \$4.50 per square foot (\$635,755.50) is a reasonable request based on the high off-site development costs. The initial offer was higher than staff expected for the parcel. \$4.50 per square foot is still a very reasonable price for the City to receive for this particular parcel.

The property is bounded by three different streets and therefore is encumbered by 2,400 linear feet of required improvements and recoveries due against the property. Undergrounding of utilities is also required. Over \$300,000 in off-site improvements and recoveries will be required for this relatively small parcel.

It is anticipated that the City will close on this land sale in September, 2007.

Respectfully submitted,

J. Brent McFall
City Manager



WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: Second Reading of Councillor's Bill No. 11 re a Comprehensive Land Use Plan Amendment for Crystal Lake Subdivision Filing No.1 for Block 2, Lot 1

Prepared By: Hazel Cho, Planner II

Recommended City Council Action

Pass Councillor's Bill No. 11 on second reading approving a Comprehensive Land Use Plan (CLUP) amendment for Crystal Lake Subdivision Filing No. 1 for Block 2, Lot 1 changing the designation from Private Parks/Open Space to R-3.5 Residential. This recommendation is based on a finding that the proposed amendment will be in the public good and that:

- a. There is justification for the proposed change and the Plan is in need of revision as proposed; and
- b. The amendment is in conformance with the overall purpose and intent and the goals and policies of the Plan; and
- c. The proposed amendment is compatible with existing and planned surrounding land uses; and
- d. The proposed amendment would not result in excessive detrimental impacts to the City's existing or planned infrastructure systems.

Summary Statement

- Councillor's Bill No. 11 was passed on first reading by City Council on February 26, 2007.
- The CLUP amendment proposes to change Lot 1, Block 2 of Crystal Lake Subdivision Filing No. 1 from Private Parks/Open Space to R-3.5 Residential.
- The property owner intends to develop the 0.5 acre vacant parcel for two (2) single-family detached lots. Each lot is proposed to be larger than 10,000 square feet and will need to meet the City's Single Family Detached Residential Design Guidelines and Landscape Regulations.
- The loss of private park/open space land is to be mitigated by providing the City with park development fees and a cash-in-lieu payment for the public land dedication requirement in the amount of ten thousand dollars (\$10,000).
- The City has not been able to require the developer of the Crystal Lake Subdivision (Spanish Oaks) to construct and dedicate Lot 1 as a tennis court or open space parcel; and the Spanish Oak's HOA has expressed to City staff that they have no interest in purchasing the property nor constructing and maintaining the site for private parks/open space uses.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments

BY AUTHORITY

ORDINANCE NO. **3340**

COUNCILLOR'S BILL NO. **11**

SERIES OF 2007

INTRODUCED BY COUNCILLORS

Kauffman - Major

A BILL

**FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner(s) of the properties described below, incorporated herein by reference, requesting a change in the land use designations from "Private Parks/Open Space" to "R-3.5 Residential" for the approximate 0.5 acre parcel located on the southwest corner of 73rd Avenue and Wolff Street.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on February 13, 2007, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendments.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendments.

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly its goals and policies on neighborhoods and redevelopment.

Section 2. The City Council approves the requested amendments and authorizes City Staff to make the necessary changes to the map and text of the Westminster Comprehensive Land Use Plan to change the designation of the property more particularly described as follows:

A parcel of land located in the Southwest One-Quarter of the Southwest One-Quarter of Section 31, Township 2 South, Range 68 West of the 6th Principal Meridian, City of Westminster, County of Adams, State of Colorado, said parcel also being Lot 1, Block 2, Crystal Lake Subdivision Filing No. 1.

to "R-3.5 Residential", as depicted on the map attached as Exhibit A.

Section 3. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 4. This ordinance shall take effect upon its passage after second reading.

Section 5. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of February, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of March, 2007.

ATTEST:

Mayor

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office



Exhibit A



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: Resolution No. 11 re Designation of the Jefferson County Department of Health and Environment as the “Governing Body” for Administration of Regulations Regarding Methamphetamine Laboratory Cleanup

Prepared By: Aric Otzelberger, Management Analyst

Recommended City Council Action

Designate the Jefferson County Department of Health and Environment as the “governing body” for the administration of regulations regarding methamphetamine laboratory cleanup pursuant to Colorado Revised Statute Title 25 Section 18.5. This designation would apply only to areas of the City of Westminster that are located in Jefferson County (west of Sheridan Boulevard).

Summary Statement

- On April 21, 2004, Governor Bill Owens signed HB 04-1182 into law. Under the law, the Colorado Department of Public Health and Environment set specific cleanup standards for properties used as clandestine methamphetamine (meth) laboratories. The law also provides property owners immunity from future civil lawsuits, provided the property owners follow the cleanup standards.
- Unfortunately, the law did not provide guidance as to who would review cleanup reports to ensure that the state cleanup standards are met. The law authorizes local governments to designate a “governing body” to assure that cleanup reports are properly prepared to meet all legal requirements.
- Staff recommends designating the Jefferson County Department of Health and Environment (JCDHE) as “the governing body” to review and distribute meth lab cleanup reports. This designation will streamline the cleanup process and assure that specific and detailed legal requirements regarding proper cleanup are met.
- The “governing body” designation will not limit the City’s ability to adopt or enforce its own ordinances, codes, or regulations relating to cleanup of meth labs. The Westminster Police Department, along with the North Metro Drug Task Force, will retain control of all criminal aspects of meth labs.

Expenditure Required: \$ 0

Source of Funds: N/A

Policy Issue

Should the City Council designate the Jefferson County Department of Health and Environment as the “governing body” for the administration of regulations regarding methamphetamine laboratory cleanup pursuant to Colorado Revised Statute Title 25 Section 18.5 for areas of the City of Westminster that are located in Jefferson County (west of Sheridan Boulevard)?

Alternative

Do not designate the Jefferson County Department of Health and Environment as the “governing body” for the administration of regulations regarding methamphetamine laboratory cleanup pursuant to Colorado Revised Statute Title 25 Section 18.5. This alternative is not recommended, as the designation will simply streamline the enforcement of laws and regulations that are already in place.

Background Information

On April 21, 2004, Governor Bill Owens signed HB 04-1182 into law. Under the law, the Colorado Department of Public Health and Environment set specific cleanup standards for properties used as clandestine methamphetamine (meth) laboratories. Besides supporting the remediation of these public health nuisances, the law provides owners of properties where meth labs were used immunity from future civil lawsuits, provided the property owners follow the cleanup standards. Unfortunately, the law did not provide guidance as to who would review cleanup reports to ensure that the State’s cleanup standards are met.

In response to this law, the Jefferson County Board of Health approved a Methamphetamine Cleanup Regulation in July of 2006. This regulation sets procedures to assist property owners in the proper cleanup of their structures. The regulation ensures that property owners meet state standards and protect themselves from future lawsuits. The Jefferson County Department of Health and Environment (JCDHE) is now requesting that each municipality in Jefferson County designate JCDHE as the “governing body” for the purposes of administering meth lab cleanup regulations according to state statute. This would establish JCDHE as the single agency that will coordinate meth lab cleanup activities in Jefferson County.

Last fall, Staff received a letter from JCDHE requesting the “governing body” designation. Staff convened a review committee comprised of representatives from Building Inspections, Police, Fire, Environmental Services, the City Attorney’s Office, and the City Manager’s Office. Following review and follow-up conversations with JCDHE, Staff recommends giving JCDHE the “governing body” designation. This designation would streamline the cleanup process and assure that specific and detailed legal requirements regarding proper cleanup are met. This would protect both the public health at-large and property owners who fall victim to a tenant who operates a meth lab on their property. JCDHE has the expertise in the public health aspects of meth lab cleanup, and this designation will only be for the purpose of enforcing specific meth lab cleanup requirements set forth under CRS 25-18.5. This designation does not limit the City’s ability to enforce its building codes or adopt its own ordinances or regulations regarding the proper cleanup of meth labs. The Westminster Police Department and the North Metro Drug Task Force will maintain control over the criminal aspects of meth labs. The “governing body” designation does not create any additional liability for the City.

This “governing body” designation would only apply within the Jefferson County portion of the City of Westminster. Currently, the Tri-County Health Department is administering meth lab cleanup in the Adams County portion of the City of Westminster. Tri-County Health has not requested the formal “governing body” designation per the state statute, but they are essentially performing the same duties that JCDHE will perform under the “governing body” designation. Staff is pleased with the current working relationship with Tri-County Health, and looks forward to a similar relationship with JCDHE.

The delay from the initial letter of request for the designation from JCDHE and this resolution is due to exploration of the possibility of the Tri-County Health Department administering meth lab cleanup regulations throughout the entire City of Westminster. This arrangement would have been similar to the police agreement where the North Metro Drug Task Force provides services to the entire City of Westminster, versus the previous arrangement where the City participated in both the North Metro and the West Metro Drug Task Forces. However, the Tri-County Health Department is not able to take the responsibility for administering meth lab cleanup regulations on the Jefferson County side of Westminster at this time.

The “governing body” designation to JCDHE does not create any financial obligation for the City of Westminster. Since most of JCDHE’s work is administrative, the department plans to accomplish the administration of the meth lab cleanup regulations with existing staffing. A current trend shows more methamphetamine is now being manufactured outside of the county, primarily in Mexico. JCDHE estimates fewer than two dozen new meth labs will be discovered each year. JCDHE does not anticipate charging any fees to property owners for their administrative services for meth lab cleanup.

If this “governing body” designation is approved, JCDHE will contact the North Metro Drug Task Force and appropriate City Staff to ensure proper communication and understanding of meth cleanup responses, regulations, and procedures. JCDHE has a current notification and response system established with the West Metro Drug Task Force, and they will establish the same system with the North Metro Drug Task Force.

Respectfully submitted,

J. Brent McFall
City Manager

RESOLUTION

RESOLUTION NO. **11**

INTRODUCED BY COUNCILLORS

SERIES OF 2007

DESIGNATION OF THE JEFFERSON COUNTY DEPARTMENT OF HEALTH AND ENVIRONMENT AS THE “GOVERNING BODY” FOR ADMINISTRATION OF REGULATIONS REGARDING METHAMPHETAMINE LABORATORY CLEANUP FOR THE JEFFERSON COUNTY PORTION OF THE CITY OF WESTMINSTER

WHEREAS, the manufacture of methamphetamine and methamphetamine laboratories pose significant risks to the public health of the community, and proper cleanup of former methamphetamine laboratories is crucial to protecting the public health of the community; and

WHEREAS, on April 21, 2004, Governor Bill Owens signed HB 04-1182 into law, whereby the Colorado Department of Public Health and Environment set specific cleanup standards for properties used as clandestine methamphetamine (meth) laboratories; and

WHEREAS, in response to this law, the Jefferson County Board of Health and Environment approved a Methamphetamine Cleanup Regulation in July of 2006 that sets procedures to assist property owners in the proper cleanup of their structures; and

WHEREAS, the Jefferson County Board of Health and Environment is requesting that each municipality in Jefferson County designate it as the “governing body” for the purposes of administering methamphetamine lab cleanup regulations according to state statute; and

WHEREAS, this designation will streamline the cleanup process and assure that specific and detailed legal requirements regarding proper cleanup are met, while protecting both the public health at-large and property owners who fall victim to a tenant who operates a meth lab on their property.

NOW, THEREFORE, the Westminster City Council hereby designates the Jefferson County Department of Health and Environment as the “governing body” for the administration of regulations regarding methamphetamine laboratory cleanup pursuant to Colorado Revised Statute Title 25 Section 18.5. This designation only applies to the portion of the City of Westminster that is located in Jefferson County.

PASSED AND ADOPTED this 12th day of March 2007.

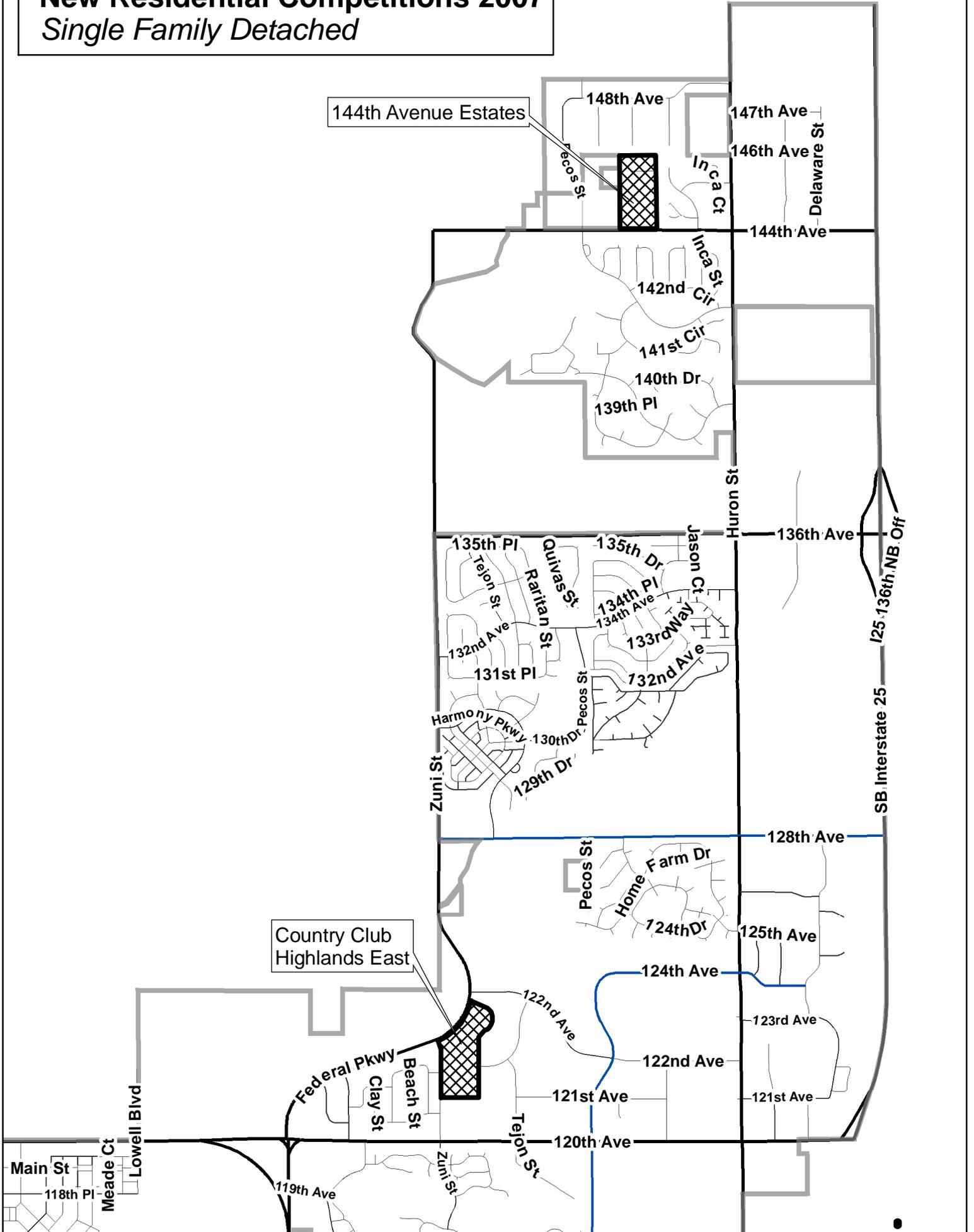
ATTEST:

Mayor

City Clerk

New Residential Competitions 2007

Single Family Detached



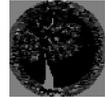


Agenda Item 10 B&C

WESTMINSTER
COLORADO

Agenda Memorandum

City Council Meeting
March 12, 2007



SUBJECT: Resolution Nos. 12 and 13 re Residential Competition Service Commitment Awards

Prepared By: Shannon Sweeney, Planning Coordinator

Recommended City Council Action

1. Adopt Resolution No. 12 awarding Category B-1 Service Commitments to the 144th Avenue Estates and Country Club Highlands East single-family detached projects.
2. Adopt Resolution No. 13 awarding Category B-4 Service Commitments to the Pillar of Fire traditional mixed use neighborhood development.

Summary Statement

- The City received three applications for the residential competition process: two Single-Family Detached (SFD) projects and one Traditional Mixed Use Neighborhood Development (TMUND).
- Staff recommends award to both SFD projects, 144th Avenue Estates and Country Club Highlands East, and the TMUND submittal for the Pillar of Fire project. Please see the attached maps for locations and the Background section for a summary of each submittal.
- None of the three projects requested Service Commitments (SCs) in 2007. The attached Single-Family Detached resolution would award a total of 50 SCs for the 20-acre 144th Avenue Estates project and 72 SCs for the 21-acre Country Club Highlands East project, both over a three-year period beginning in 2008. The TMUND resolution would award a total of 1,406.6 for the 235.6-acre Pillar of Fire project requested over a four-year period beginning in 2008.
- The attached resolutions are contingent upon ultimate City approval of any necessary documents and do not commit the City to approve any document or project as a result of these awards.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

As a result of the residential competition process, should the City award Service Commitments as proposed to two new single-family detached projects and one new traditional mixed use neighborhood development?

Alternatives

1. Do not adopt the attached resolutions awarding Service Commitments to the recommended residential projects. If this option is chosen, these projects would not be allowed to proceed to the City's development review process, and developers of these projects would be required to compete in a future residential competition.
2. Adopt the attached Single-Family Detached competition resolution but amend the resolution to exclude award to the lower-scoring project, Country Club Highlands East. While the City had planned to award to only one new single-family detached project, Staff recommends award to both of the SFD applications since no other applications were received in the Single-Family Attached (SFA), Multi-Family (MF), and Senior Housing competitions and the City had planned for potentially one new project in each of those categories. In addition, the scores of the two projects are similar with a 675-point difference between the two. If this alternative were chosen, Country Club Highlands East would not be able to submit an Official Development Plan for this project.

Background Information

As part of the City's Growth Management Program, the intent of these SC competitions is for a limited number of new residential projects to proceed to the City's development review process. Any project awarded SCs must process any required documents (including CLUP amendments, if necessary). The City does not require that applications for the competitions comply with the CLUP designation for the site, but a CLUP amendment must be submitted with the application if a change is proposed. It is not necessary for projects to process their CLUP amendments prior to the awards. The SC awards do not obligate the City to approve any required plan or document as a result of the award. Should any project not receive approval of any required documents, the SCs are returned to the water supply figures.

As a reminder, in December 2006, City Council allocated 80.3 SCs to be awarded in 2007 on a competitive basis for the five competition categories as follows:

- 20 SCs (20 new units in 2007) for one new Single-Family Detached (SFD) project
- 17.5 SCs (25 new units in 2007) for one new Single-Family Attached (SFA) project
- 12.5 SCs (25 new units in 2007) for one new Multi-Family (MF) project
- 5.3 SCs (15 new units in 2007) for one new senior housing project
- 25 SCs (25-50 new units in 2007 depending on unit types) for one new Traditional Mixed Use Neighborhood Development (TMUND) project

As indicated above, prior to the competitions, the City planned to award to one new SFD project as a result of the competition process. Staff is recommending award to both of the SFD applications since no other applications were received in the SFA, MF, and Senior Housing competitions and the City had planned for potentially one new project in each of those categories. In addition, the scores of the two projects are similar with a 675-point difference between the two. Initially, the score listed on the Country Club Highlands East application totaled 2,700, and Staff was uncertain whether this project should be recommended as a second project in this category, given the competitive nature of this process and that there were a significant number of points (1,500) between the two projects. The applicant did determine they could increase their incentives offered and their point total by 825 points, which narrowed the gap between the two scores. As a result, Staff is recommending award to both projects.

None of the projects submitted for the competition requested SCs in 2007. As indicated in the table below, each project is requesting SCs beginning in the year 2008. The table below details each applicant's request.

RESIDENTIAL COMPETITION SUBMITTALS - 2007						# SCs Requested					
Project Name/Location	Developer	Acres	Units	du/a*	Score	2007	2008	2009	2010	2011	Total
Single-Family Detached Projects:											
1. 144th Avenue Estates NWC 144th & Lipan	DPC Dev. Company	20	50	2.5	4250	0	15	20	15	0	50
2. Country Club Highlands East NEC 120th & Zuni	John Laing Homes	21	72	3.5	3575	0	9	42	21	0	72
TOTALS		72				0	24	62	36	0	122
# SCs available for 2007:						20					
Traditional Mixed Use Neighborhood Development Project:											
1. Pillar of Fire 84th & Federal	Club Vista SFD SFA MF Senior	102.7		23.5	n/a	0	50	75	80	0	205
			205			0	150	150	150	82.7	532.7
			761			0	100	200	150	99.5	549.5
			1099			0	0	20	59	40.35	119.4
			341			0					
TOTALS		2406				0	300	445	439	222.6	1406.6
# SCs available for 2007:						25					

*dwelling units per acre

Each competition and additional information about each submittal is detailed below:

Single-Family Detached Competition

144th Avenue Estates – Score 4250 – The DPC Development Company proposes 50 units to be built on a 20-acre site north of 144th Avenue at Lipan Street in the Telleren Planned Unit Development. The project would comply with the current CLUP designation of R-2.5 with a maximum of 2.5 dwelling units per acre. While there have been SFD projects that have scored above 4000 points in past competitions, this project achieved the highest score to date.

Some of the incentives offered by the applicant for this project include: 50% or more masonry on all four sides of all residences; additional landscaping at the entry, in private areas, in the right-of-way areas, and in front yards; additional arterial right-of-way for berming and additional landscaping; landscaped street median in the collector street; larger planting materials in the right-of-way and common areas; increased private park area above the 4% minimum (>6%); additional interior garage area for storage; side-, rear-, or front-loaded (setback of 30' or more) garages on at least 50% of the homes to be built; at least 50% to be ranch-style or two-story homes with a first-floor master bedroom and full bath; etc.

Country Club Highlands East – Score 3575 - This project proposes 72 units to be built on a 21-acre site just east of the Country Club Highlands project at 122nd Avenue and Zuni Street. The developer, John Laing Homes, submitted a CLUP amendment requesting a change from Business Park to Residential (R-3.5) for the property. Should this project receive an award for SCs, this request would be formally brought to Planning Commission and City Council for consideration following the development review process. The applicant is aware that the SC award would be contingent on City Council approval of their CLUP amendment, and that there is no guarantee that the City will approve their request to change the land use designation on their site.

Some of the incentives offered by the applicant for this project include: 30% or more masonry on all four sides of all residences; additional landscaping at the entry, in private areas, in the right-of-way areas, and in front yards; additional arterial right-of-way for berming and additional landscaping; increased private park area above the 4% minimum (>6%); additional interior garage area for storage; side-, rear-, or front-loaded (setback of 30' or more) garages on at least 20% of the homes to be built; sharing clubhouse and pool facilities with the adjacent Country Club Highlands subdivision to the west; at least 50% to be ranch-style or two-story homes with a first-floor master bedroom and full bath; etc.

Traditional Mixed Use Neighborhood Development Competition

The TMUND competition is the only category that is judged by a design jury (a point system is not applicable to this competition), and the judging committee used the criteria established in the City's TMUND Guidelines to evaluate the project. The six key design elements include: a compact and walkable community, a mixed-use center, a pedestrian-oriented district, interconnected street/block patterns, narrow streets, and a variety of parks. Since only one project was submitted, Staff from various City departments and divisions participated in the judging process, and no outside jury members were necessary.

Pillar of Fire – This project covers a very large land area of over 235 acres at 84th Avenue and Federal Boulevard (see attached map for areas included) and proposes a variety of land uses: office, retail, public (high school, parks, and open space), and residential. Total residential units proposed include 205 single-family detached, 761 single-family attached, 1,099 multi-family (including 65 live-work units), and 341 senior housing units for a total of 2,406 units. With the City's SC calculation rates for units of 1.0 per SFD, 0.7 per SFA, 0.5 per MF, and 0.35 per senior housing unit, the SCs requested total 1,406.6. If awarded SCs, the developer would request a CLUP amendment changing the current land use designations of R-3.5, R-18, Office, Retail, and Office/Residential to the TMUND designation.

The review committee recommends a Service Commitment award to allow the project to proceed to development review, but the team identified many density and design-related issues with the project. While the Westminster Municipal Code does not permit development review of site plan details until SCs have been set aside for a project, Staff scheduled a meeting with the applicant to ensure they understand these issues would be discussed, reviewed, and resolved during the development review process, should this project receive an award of SCs enabling them to proceed.

Notification letters were mailed to the three applicants who submitted projects for these competitions indicating Staff's recommendation for the City Council meeting on March 12. Because detailed site development plans are not reviewed as part of this competition process, and significant changes typically occur during the development review process, the sketch plans submitted for these competitions are not reviewed with City Council as part of these competitions. Developers of these projects have been informed that presentations will not be scheduled for the City Council meeting on March 12 since the developers would tend to focus on site plans not yet reviewed with the City. Developers were also notified that, while it is not required for them to attend the City Council meeting, they are welcome.

Respectfully submitted,

J. Brent McFall
City Manager

Attachments:

- Vicinity Map – Single-Family Detached Competition Submittals
- Vicinity Map – Traditional Mixed Use Neighborhood Development Competition Submittal
- Resolution re Category B-1 Competition and Service Commitment Awards
- Resolution re Category B-4 Competition and Service Commitment Awards

RESOLUTION

RESOLUTION NO. 12

INTRODUCED BY COUNCILLORS

SERIES OF 2007

**CATEGORY B-1 (NEW SINGLE-FAMILY DETACHED)
COMPETITION AND SERVICE COMMITMENT AWARDS**

WHEREAS, the City of Westminster has adopted by Ordinance No. 2848 a Growth Management Program for the period 2000 through 2010; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-1 (new single-family detached) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new single-family detached development is limited, and the City of Westminster has previously adopted Resolution No. 54, Series of 2003, specifying the various standards for new single-family detached projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 20 Service Commitments for the year 2007 for use in servicing one new single-family detached project based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code; and

WHEREAS, two applications were received for the single-family detached competition and no Service Commitments were requested in 2007; and

WHEREAS, the two applications requested a total of 122 Service Commitments requested over a three-year period for the total build-out of the 122 total single-family detached units proposed.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

1. Category B-1 Service Commitment awards are hereby made to the specific projects listed below as follows:

<u>Project</u>	<u>Location</u>	<u># SCs per Year</u>				<u>Total</u>
		<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	
144th Avenue Estates	North of 144th Avenue at Lipan Street	0	15	20	15	50
Country Club Highlands East	East of Zuni Street at 122nd Avenue	0	9	42	21	72
						122

These Service Commitment awards to the projects listed above are conditional and subject to the following:

- a. For each project, the applicant must complete and submit proposed development plans to the City for the required development review processes. All minimum requirements and all incentive items indicated by the applicant as specified within the competition shall be included as part of the proposed development and listed on the Official Development Plan for the project.
- b. Service Commitment awards for the projects listed above, if approved by the City, may only be used within the projects specified above.

- c. These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.
- d. These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.
- e. Each Service Commitment award is conditional upon City approval of each project listed above and does not guarantee City approval of any project, proposed density, and proposed number of units.
- f. The City of Westminster shall not be required to approve any Comprehensive Land Use Plan amendment, Preliminary Development Plan or amendment, Official Development Plan or amendment, or rezoning action necessary for development of property involved in this Category B-1 award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B-1 award.
- g. Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.
- h. The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.
- i. Awards shown for the year 2007 are effective as of the date of this Resolution (March 12, 2007). Future year awards are effective as of January 1 of the specified year and cannot be drawn prior to that date. If fewer Service Commitments are needed for a project in any given year, the unused amount in that year will be carried over to the following year(s) provided the Service Commitments have not expired.
- j. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
 - 1) The project must proceed with the development review process and receive Official Development Plan approval by December 31, 2010, or the entire Service Commitment award for the project shall expire.
 - 2) The project must be issued at least one building permit within two years of Official Development Plan approval, or the entire Service Commitment award for the project shall expire.
 - 3) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no building permit is issued for the project during any consecutive 12-month period.
- k. If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.
- l. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.

3. The Category B-1 Service Commitment awards shall be reviewed and updated each year. If it is shown that additional or fewer Service Commitments are needed in the year specified, the City reserves the right to make the necessary modifications.

PASSED AND ADOPTED this 12th day of March, 2007.

ATTEST:

Mayor

City Clerk

RESOLUTION

RESOLUTION NO. 13

INTRODUCED BY COUNCILLORS

SERIES OF 2007

CATEGORY B-4 (NEW TRADITIONAL MIXED-USE NEIGHBORHOOD DEVELOPMENT) COMPETITION AND SERVICE COMMITMENT AWARDS

WHEREAS, the City of Westminster has adopted by Ordinance No. 2848 a Growth Management Program for the period 2000 through 2010; and

WHEREAS, the goals of the Growth Management Program include balancing growth with the City's ability to provide water and sewer services, preserving the quality of life for the existing Westminster residents, and providing a balance of housing types; and

WHEREAS, within the Growth Management Program there is a provision that Service Commitments for residential projects shall be awarded in Category B-4 (new traditional mixed-use neighborhood development) on a competitive basis through criteria adopted periodically by resolution of the City Council and that each development shall be ranked within each standard by the degree to which it meets and exceeds the said criteria; and

WHEREAS, the City's ability to absorb and serve new traditional mixed-use neighborhood development is limited, and the City of Westminster has previously adopted Resolution No. 30, Series of 2006, specifying the various standards for new traditional mixed-use neighborhood development projects based upon their relative impact on the health, safety and welfare interests of the community, and has announced to the development community procedures for weighing and ranking projects prior to receiving the competition applications; and

WHEREAS, the City of Westminster has previously allocated 25 Service Commitments for the year 2007 for use in servicing one new traditional mixed-use neighborhood project based on the criteria set forth in Section 11-3-1 of the Westminster Municipal Code; and

WHEREAS, one application was received for the traditional mixed-use neighborhood development competition with a total of 1,406.6 Service Commitments requested over a four-year period beginning in 2008 for the total build-out of the 2,406 total residential units proposed; and

WHEREAS, a design jury evaluated the proposal and staff recommends award to the Pillar of Fire project for the vacant land at 84th Avenue and Federal Boulevard.

NOW, THEREFORE, be it resolved by the City Council of the City of Westminster, that:

- 1. Category B-4 Service Commitment awards are hereby made to the specific projects listed below as follows:

<u>Project</u>	<u>Location</u>	<u>2007</u>	<u>2008</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>Total</u>
Pillar of Fire	84th Avenue and Federal Boulevard	0	300	445	439	222.6	1406.6

- 2. These Service Commitment awards to the projects listed above are conditional and subject to the following:

- a. For each project, the applicant must complete and submit proposed development plans to the City for the required development review processes.
- b. Service Commitment awards for the projects listed above, if approved by the City, may only be used within the projects specified above.
- c. These Service Commitment awards shall be subject to all of the provisions specified in the Growth Management Program within Chapter 3 of Title XI of the Westminster Municipal Code.
- d. Each Service Commitment award is conditional upon City approval of each project listed above and does not guarantee City approval of any project, proposed density, and proposed number of units.

- e. The City of Westminster shall not be required to approve any Comprehensive Land Use Plan amendment, Preliminary Development Plan or amendment, Official Development Plan or amendment, or rezoning action necessary for development of property involved in this Category B-4 award nor shall any other binding effect be interpreted or construed to occur in the City as a part of the Category B-4 award.
 - f. Any and all projects that do not receive City approval are not entitled to the Service Commitment awards, and the Service Commitments shall be returned to the water supply figures.
 - g. The Growth Management Program does not permit City Staff to review any new residential development plans until Service Commitments have been awarded to the project. During the competition process the City Staff does not conduct any formal or technical reviews of any sketch plans submitted by applicants. It should be expected that significant changes to any such plans will be required once the City's development review process begins for any project.
 - h. Awards shown for the year 2007 are effective as of the date of this Resolution (March 12, 2007). Future year awards are effective as of January 1 of the specified year and cannot be drawn prior to that date. If fewer Service Commitments are needed for a project in any given year, the unused amount in that year will be carried over to the following year(s) provided the Service Commitments have not expired.
 - i. In order to demonstrate continued progress on a project, the following deadlines and expiration provisions apply:
 - 1) The project must proceed with the development review process and receive Official Development Plan approval by December 31, 2010, or the entire Service Commitment award for the project shall expire.
 - 2) The project must be issued at least one building permit within two years of Official Development Plan approval, or the entire Service Commitment award for the project shall expire.
 - 3) Following the issuance of the first building permit for the project, all remaining Service Commitments for a project shall expire if no building permit is issued for the project during any consecutive 12-month period.
 - j. If Service Commitments are allowed to expire, or if the applicant chooses not to pursue the development, the Service Commitment award shall be returned to the Service Commitment supply figures. The award recipient shall lose all entitlement to the Service Commitment award under those conditions.
 - k. This award resolution shall supersede all previous Service Commitment award resolutions for the specified project locations.
3. The Category B-4 Service Commitment awards shall be reviewed and updated each year. If it is shown that additional or fewer Service Commitments are needed in the year specified, the City reserves the right to make the necessary modifications.

PASSED AND ADOPTED this 12th day of March, 2007.

ATTEST:

City Clerk

Mayor



**WESTMINSTER
COLORADO**

Agenda Memorandum

City Council Meeting
March 12, 2007

SUBJECT: Councillor's Bill No. 12 re Restrictions on Gifts to City Councillors,
Boards and Commission Members and City Employees

Prepared By: Marty McCullough, City Attorney
Matt Lutkus, Deputy City Manager

Recommended City Council Action

Pass Councillor's Bill No. 12 on first reading regarding restrictions on gifts to city officials and employees.

Summary Statement

- In November 2006, Colorado voters approved Amendment 41, which included provisions related to the acceptance of gifts by public officials.
- The Amendment, which subsequently became Article XXIX of the Colorado Constitution, contains a provision that states that the Article does not apply to home-rule cities that adopt policies that address the matters contained in the Article.
- The proposed Councillor's Bill that is attached for City Council's consideration provides for a gift policy that addresses the sections in the Article related to gifts to local government officials and employees. Once this ordinance is approved, the provisions of Article XXIX will not be applicable to City of Westminster officials and employees.
- The proposed ordinance prohibits the acceptance of gifts that would influence a public official's actions. The absence of this provision in Amendment 41 is probably the most glaring oversight in the draftsmanship of the Amendment. In addition, while the Article provides for an administrative process for handling complaints or violations of the Article, the proposed Westminster Ordinance makes violations of this policy a criminal action that could result in fines, imprisonment or both.

Expenditure Required: \$0

Source of Funds: N/A

Policy Issue

Does the Council wish to adopt a policy that significantly restricts the receipt of cash or gifts by City officials and employees?

Alternatives

1. Do not adopt an ordinance that addresses the solicitation and acceptance of cash and gifts by City officials and employees. Staff does not recommend this approach since it would result in having the ambiguous and confusing provisions of Article XXIX of the State Constitution apply to City personnel.
2. Adopt a more comprehensive ordinance that addresses in greater detail the variety of situations that could occur in this area. Staff has reviewed a considerable number and variety of gift policies and believes that the preferred approach is a less detailed, straight-forward, accountable, and easily understood policy.

Background Information

On November 7, 2006, Colorado voters overwhelmingly approved Amendment 41. The major provisions of this Amendment are as follows:

1. It prohibits State employees, members of the General Assembly and local government officials and employees from soliciting or accepting certain types of gifts;
2. It prohibits professional lobbyists from giving anything of value to State employees, members of the General Assembly and local government officials, employees or any such person's immediate family member;
3. It prohibits State elected officials or members of the General Assembly from lobbying for two years following their departure from the office;
4. It establishes penalties for violation of the Amendment; and
5. It provides for the creation of a five-member Ethics Commission to hear ethics complaints and conduct other business related to the administration of the Amendment.

Media coverage related to the passage of the Amendment and the concerns regarding its impact have continued well past the election largely because of the ambiguities in the wording of the Amendment. The Colorado General Assembly is currently considering legislation that will provide clarifications on various provisions. Fortunately, Amendment 41 explicitly authorizes home rule cities to adopt their own regulations concerning gifts. The specific wording of the second sentence of Section VII of Article XXIX is as follows:

“The requirements of this Article shall not apply to home rule counties or home rule municipalities that have adopted charters, ordinances, or resolutions that address the matter covered by this Article.”

During the past three months, City staff has been reviewing the provisions of the Amendment as well as ordinances passed by a number of other municipalities to determine the appropriate wording for the City's ordinance. The City Attorney's Office has had several discussions with other city attorneys and the Colorado Municipal League on this subject.

After considerable internal discussion, the City staff has decided to recommend to Council the adoption of a concise, clear-cut approach that directly addresses the issue of solicitation or acceptance of money or gifts by public officials. Simply put, the ordinance will prohibit solicitation or acceptance of money or gifts of substantial value that may influence a public official's actions. Under the proposed ordinance, City Council, all City employees and all Board and Commission members will be subject to its provisions. The proposed ordinance would treat any violation of the ordinance as a criminal offense that would be punishable by fine or imprisonment or both. It is City staff's view that the proposed ordinance puts into place provisions that clearly address the matters covered by Amendment 41 regarding gifts to local government officials and employees.

Respectfully submitted,

J. Brent McFall
City Manager

Attachment

BY AUTHORITY

ORDINANCE NO.

COUNCILLOR'S BILL NO. **12**

SERIES OF 2007

INTRODUCED BY COUNCILLORS

**A BILL
FOR AN ORDINANCE ADDING A NEW CHAPTER TO THE WESTMINSTER
MUNICIPAL CODE CONCERNING GIFTS TO CITY COUNCILLORS, BOARD AND
COMMISSION MEMBERS, AND CITY EMPLOYEES**

WHEREAS, the City of Westminster is a Colorado home-rule municipality created, existing and operating pursuant to the authority and powers granted to it by Colo. Const. Article XX, section 6; and

WHEREAS, an initiated amendment to the Colorado Constitution known as Amendment 41, "Ethics in Government," was passed by Colorado voters on November 7, 2006; and

WHEREAS, Amendment 41 added Article XXIX to the Colorado Constitution; and

WHEREAS, Article XXIX expressly provides that its requirements shall not apply to home-rule counties or home-rule municipalities that have adopted charters, ordinances, or resolutions that address the matters covered by Article XXIX; and

WHEREAS, the City Council, in enacting this ordinance, intends that the requirements of Article XXIX shall not apply to the City of Westminster upon the final adoption of this ordinance and any subsequent amendments thereof.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WESTMINSTER COLORADO, ORDAINS:

Section 1. Title I, W.M.C., is hereby amended BY THE ADDITION OF A NEW CHAPTER 33 to read as follows:

**CHAPTER 33
GIFTS**

1-33-1: GIFTS TO CITY COUNCILLORS, MEMBERS OF THE CITY'S BOARDS AND COMMISSIONS, AND CITY EMPLOYEES:

(A) No City Councillor, member of a City Board or Commission, or City employee, directly, or indirectly through the spouse or any legal dependent thereof, shall solicit, receive or accept cash, a gift of substantial value, or a gift of substantial economic benefit that:

1. Given the circumstances, a reasonable person would conclude would tend to cause the City Councillor, Board or Commission member, or City employee to depart from the faithful and impartial discharge of his or her public duties; or

2. The City Councillor, Board or Commission member, or City employee knows or that a reasonable person in his or her position should know is primarily for the purpose of rewarding the City Councillor, Board or Commission member, or City employee for official action taken or to be taken.

(B) Nothing in this Chapter shall be deemed or construed as limiting the authority of the City Manager to regulate the receipt, acceptance, or solicitation of cash and gifts by City employees. In the event of any conflicts between any such regulation established by the City Manager and any provision of this ordinance, the more restrictive provision shall apply.

(C) It shall be unlawful for any City Councillor, Board or Commission member, or City employee to solicit, accept, or receive any cash or gift in violation of this Chapter. Any such violation is a criminal offense and punishable by a fine or imprisonment, or both, as provided in section 1-8-1 of this Code.

Section 2. This ordinance shall take effect upon its passage after second reading.

Section 3. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 12th day of March, 2007.

PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 26th day of March, 2007.

Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

City Clerk

City Attorney's Office

Summary of Proceedings

Summary of proceedings of the regular meeting of the Westminster City Council held Monday, March 12, 2007. Mayor McNally, Mayor Pro Tem Kauffman, and Councillors Dittman, Kaiser, Major, and Price were present at roll call. Councillor Lindsey was attending the NLC Conference and excused.

The minutes of the February 26, 2007 regular meeting were approved.

Council proclaimed May 19, 2007, to be Kids Day America/International, presenting the proclamation to Drs. Gelinas and Matheson.

Council approved the following: 2007 Chipseal Project contract award; 2007 Concrete Replacement Project contract award; 2007 Water Meter Replacement Program contract award; 2007 Storm Drainage Study engineering contract award; Public Service Company water delivery agreement; open-cut waterline and sanitary sewer replacements project consultant contract award; IGA with Adams County for additional funding to 144th Avenue (Huron to Zuni Streets); contract amendment for the sale of a parcel east of the SE corner of 100th Ave/Wadsworth Pkwy; and final passage of Councillor's Bill No. 11 re Crystal Lake Subdivision Filing No. 1 CLUP amendment.

Council adopted the following Resolutions:

Resolution No. 11 designating Jefferson County Department of Health & Environment the "Governing Body" for administration of methamphetamine laboratory cleanup regulations west of Sheridan Blvd. inside City limits

Resolution No. 12 awarding Category B-1 Residential Competition Service Commitments

Resolution No. 13 awarding Category B-4 Residential Competition Service Commitments

Council passed the following Councillor's Bill on first reading:

A BILL FOR AN ORDINANCE ADDING A NEW CHAPTER TO THE WESTMINSTER MUNICIPAL CODE CONCERNING GIFTS TO CITY COUNCILLORS, BOARD AND COMMISSION MEMBERS, AND CITY EMPLOYEES. Purpose: prohibits the acceptance of gifts that influence an elected or appointed public officials' decision and makes violations of provision a criminal act subject to fine and/or imprisonment.

The meeting adjourned at 7:32 p.m.

By Order of the Westminster City Council

Linda Yeager, City Clerk

Published in the Westminster Window on March 22, 2007

Kauffman - Major

**A BILL FOR AN ORDINANCE AMENDING THE WESTMINSTER
COMPREHENSIVE LAND USE PLAN**

THE CITY OF WESTMINSTER ORDAINS:

Section 1. The City Council finds:

a. That an application for an amendment to the Westminster Comprehensive Land Use Plan has been submitted to the City for its approval pursuant to W.M.C. §11-4-16(D), by the owner(s) of the properties described below, incorporated herein by reference, requesting a change in the land use designations from "Private Parks/Open Space" to "R-3.5 Residential" for the approximate 0.5 acre parcel located on the southwest corner of 73rd Avenue and Wolff Street.

b. That such application has been referred to the Planning Commission, which body held a public hearing thereon on February 13, 2007, after notice complying with W.M.C. §11-4-16(B) and has recommended approval of the requested amendments.

c. That notice of the public hearing before Council has been provided in compliance with W.M.C. § 11-4-16(B) and the City Clerk has certified that the required notices to property owners were sent pursuant to W.M.C. §11-4-16(D).

d. That Council, having considered the recommendations of the Planning Commission, has completed a public hearing and has accepted and considered oral and written testimony on the requested amendments.

e. That the owners have met their burden of proving that the requested amendment will further the public good and will be in compliance with the overall purpose and intent of the Comprehensive Land Use Plan, particularly its goals and policies on neighborhoods and redevelopment.

Section 2. The City Council approves the requested amendments and authorizes City Staff to make the necessary changes to the map and text of the Westminster Comprehensive Land Use Plan to change the designation of the property more particularly described as follows:

A parcel of land located in the Southwest One-Quarter of the Southwest One-Quarter of Section 31, Township 2 South, Range 68 West of the 6th Principal Meridian, City of Westminster, County of Adams, State of Colorado, said parcel also being Lot 1, Block 2, Crystal Lake Subdivision Filing No. 1.

to "R-3.5 Residential," as depicted on the map attached as Exhibit A.

Section 3. Severability: If any section, paragraph, clause, word or any other part of this Ordinance shall for any reason be held to be invalid or unenforceable by a court of competent jurisdiction, such part deemed unenforceable shall not affect any of the remaining provisions.

Section 4. This ordinance shall take effect upon its passage after second reading.

Section 5. The title and purpose of this ordinance shall be published prior to its consideration on second reading. The full text of this ordinance shall be published within ten (10) days after its enactment after second reading.

INTRODUCED, PASSED ON FIRST READING, AND TITLE AND PURPOSE ORDERED PUBLISHED this 26th day of February, 2007. PASSED, ENACTED ON SECOND READING, AND FULL TEXT ORDERED PUBLISHED this 12th day of March, 2007.